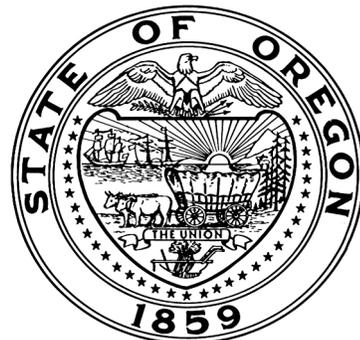


# COLLECTIVE BARGAINING AGREEMENT



*between*

# DAS

DEPARTMENT OF  
ADMINISTRATIVE  
SERVICES

*on behalf of*

Department of Environmental Quality  
*and*

# AFSCME

AMERICAN FEDERATION OF STATE, COUNTY,  
AND MUNICIPAL EMPLOYEES  
COUNCIL 75

2011  
-  
2013

DEPARTMENT OF  
ENVIRONMENTAL QUALITY

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PREAMBLE

This Agreement is made and entered into by and between the State of Oregon (hereinafter the "Employer"), acting by and through its Department of Administrative Services on behalf of the Department of Environmental Quality (hereinafter the "Agency"), and the American Federation of State, County, and Municipal Employees, Local 3336 (hereinafter the "Union"), for the purpose of fixing wages, hours, benefits, conditions of employment and other matters affecting members of the bargaining unit as certified by the Employment Relations Board.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

ARTICLE 1 - RECOGNITION

Section 1.

The Employer and the Agency recognizes the Union as the sole and exclusive bargaining agent for: All classified employees of the State of Oregon, Department of Environmental Quality, excluding supervisory, confidential, managerial, temporary, and part-time employees working less than thirty-two (32) hours per month.

Section 2.

This Agreement binds the Union and any person designated by it to act on behalf of the Union. Likewise, this Agreement binds the Employer and the Agency and any person designated by it to act on its behalf.

ARTICLE 2 - MANAGEMENT RIGHTS

The parties agree that the Employer and the Agency have the right to operate and manage the Agency, including, but not limited to the right to maintain order and efficiency; to direct employees and to determine job assignments and working schedules; to determine the methods, means, standards and personnel to be used; to implement improved operational methods and procedures; to determine staffing requirements; to determine whether the whole or part of the operation shall continue to operate; to recruit, examine, select and hire employees; to promote, transfer, assign and reassign employees; to suspend, discharge or take other proper disciplinary action against employees; to lay off employees; to recall employees; to require overtime work of employees; and to promulgate rules, regulations and personnel policies, provided that such rights shall not be exercised so as to violate any of the specific provisions of this Agreement.

ARTICLE 3 - UNION RIGHTS

Section 1.

The Union will notify the Human Resources Manager of the Agency in writing of its representatives from District Council 75 who will be "Union Representatives."

Section 2.

Union Representatives will be allowed to visit the work areas of the employees during work hours, after advising the Human Resources Manager of the Agency, or his/her designee if the visit is in the Central Administrative Office, or the supervisor of the field

1 office, or his/her designee, of their presence for the purpose of meeting with employees  
2 regarding matters affecting their employment. Such visits are not to interfere with the  
3 normal flow of work and are to be limited to nonduty time. Under circumstances where a  
4 Union Representative acts as a steward performing grievance investigation(s) and/or  
5 processing, this may occur during duty time.

6  
7 Section 3.

8 The internal business of the Union shall be conducted by the employees during their  
9 nonduty hours.

10  
11 Section 4.

12 The Union may use the facilities of the Agency, during each facilities' scheduled  
13 business hours, for meetings when such facilities are available and the meeting would not  
14 interfere with the business of the Agency. The electronic calendar will specify the meeting  
15 is for union business and is subject to bumping for regular business of the agency.

16  
17 Section 5.

18 The Agency shall furnish each new employee with notice provided by the Union that  
19 the Union is the certified collective bargaining representative.

20  
21 Section 6.

22 Stewards and new employees shall each be granted thirty (30) minutes of Union  
23 business time, during the new employee's first thirty (30) days of employment, for the  
24 purpose of identifying the Union's status, organization benefits, facilities, related information  
25 and distributing and collecting membership applications. This time is not to be used for  
26 discussion of labor/management disputes. The Agency shall provide the Union at least ten  
27 (10) days notice of the time and place of any new employee group orientation meetings. In  
28 lieu of the orientation time referred to above, the Union may make a thirty (30) minute  
29 presentation at the group orientation on behalf of the Union. If the presenter is an Agency  
30 employee, he/she will be allowed one (1) hour of Agency time including travel for this group  
31 presentation.

32  
33 Section 7.

34 a. The Agency shall continue to provide reasonable bulletin board space for the  
35 use of the Union in communications dealing with social functions, meetings, elections,  
36 ~~Union appointments and such other information as may be approved by the Agency's~~  
37 Human Resources Manager. For multi-story buildings one bulletin board will be available  
38 on each floor occupied by DEQ. Copies of bulletin board materials may also be distributed  
39 through the E-Mail system.

40 b. Union representatives (Officers, Stewards, Local 3336 E-Board members, or  
41 members of agency sanctioned committees) may use the Agency's e-mail messaging  
42 system, provided the union representatives and employees meet all of the following  
43 conditions:

44 (1) All messages and communications directly concerning internal union  
45 business must include at the beginning of the subject line the phrase: Union  
46 Business. Recipients of e-mails shall not use the "reply all" function;

47 (2) Use of the e-mail system will comply with the Agency's Acceptable Use of  
48 Information Technology policy, including but not limited to incidental use, protection  
49 of confidential information and security;

1 (3) The Agency will incur no additional costs resulting from e-mail system use,  
2 including printing or copying costs;

3 (4) Use of the e-mail system does not adversely affect the use of or hinder the  
4 performance of the Agency's computer and/or e-mail systems for Agency business;

5 (5) Messages and/or communications shall not contain false, unlawful, offensive  
6 or derogatory statements against any person, organization or group of persons.  
7 Messages and/or communications shall not contain profanity, vulgarity, sexual  
8 content, character slurs, threats or threats of violence. Messages and/or  
9 communications shall not contain rude or hostile references to race, marital status,  
10 age, gender, sexual orientation, religious or political beliefs, national origin, health or  
11 disability;

12 (6) Messages and/or communications shall not be used to lobby, solicit, recruit,  
13 persuade for or against any political candidate, ballot measure, legislative bill or law,  
14 or to initiate or coordinate strikes, walkouts, work stoppages, or activities that violate  
15 the Contract;

16 (7) E-mail messages shall be limited to three (3) pages. Such e-mail shall not  
17 include attachments or embedded graphics, but may include links to the union web  
18 site. Agency sanctioned committee e-mail messages may include links to Share  
19 Point Sites.

20 (8) Except as modified by this Article, the Agency shall have the right to control  
21 its e-mail system, its use and/or information.

22 (9) It is understood that the e-mail system is not private, privileged or confidential.  
23 The Agency reserves the right to trace, review, audit, access, intercept, recover  
24 and/or monitor use of its e-mail system without notice.

25 (10) For purposes of negotiations, Union bargaining team members may  
26 communicate among themselves over the Agency's e-mail system provided that  
27 such use conforms to the provisions of this subsection b.

28 (11) An employee who receives communication about union business may forward  
29 the e-mail message to his/her home computer.

30 (12) The Union will hold the Employer and Agency harmless against any lawsuits,  
31 claims, complaints or other legal or administrative actions where action is taken  
32 against the Union and/or its agents (including Union officers and Stewards)  
33 regarding any messages and/or communications or effect of any messages and/or  
34 communications that are a direct result of use of the e-mail under this Article.

35  
36 Section 8. Reports.

37 a. Upon request and no more than once a month the Agency shall furnish to the  
38 Union:

39 1. An alphabetized listing of the names, classifications, and home addresses  
40 and division or regional office where employed of all new, transferred, or  
41 terminated employees in the bargaining unit.

42 2. Names of bargaining unit employees that retired the previous month. For  
43 purposes of this Agreement, a retiree shall be defined as a person who has given  
44 the Agency written notice that he/she is separating from State service by  
45 retirement and that person has actually separated from State service.

46 3. Names of bargaining unit employees that were reclassified during the  
47 reporting month.

48 b. Upon request and no more than quarterly, the Agency shall furnish to the Union:

- 1 1. a listing with the same information as provided monthly for all employees in
- 2 the bargaining unit in the Agency.
- 3 2. names of any temporary/limited duration employees
- 4 (management/unrepresented/bargaining unit) hired, reason for the hire and
- 5 expected duration of the appointment.
- 6 3. names of all employees in double fill positions, the reason for the double fill
- 7 and the expected duration of the appointment if available.
- 8 c. Upon request, the Agency shall provide to the Union on an annual basis the
- 9 Agency organization charts showing management positions and the positions
- 10 they supervise.
- 11 d. Costs for additional information requests will be payable by the Union.
- 12
- 13

#### 14 Section 9.

15 Upon receipt of the request in writing from represented employees, the Union shall  
16 be provided payroll deductions for its regular monthly dues in accordance with and as  
17 entitled to under ORS 292.055.

#### 18 Section 10. AFSCME President Leave.

19 a. Long Term. Upon written request from the Executive Director of AFSCME  
20 Council 75 to DAS Labor Relations Unit, one (1) President/designee from an AFSCME  
21 Council 75 Central Table participating Agency shall be given release time from his/her  
22 position for a period of time up to one (1) year for the performance of Union duties related  
23 to the collective bargaining relationship. However, if the Union President/designee or  
24 Executive Director requests release time for less than his/her full regular schedule, such  
25 release time shall be subject to the Employer's approval based on the operating needs of  
26 the employee's work unit. AFSCME shall, within thirty (30) days of payment to the  
27 employee, reimburse the State for payment of appropriate salary, benefits, paid leave time,  
28 pension, and all other employer-related costs. Where this reimbursement is expressly  
29 prohibited by law or funding source, the employee shall be granted a leave of absence but  
30 the Employer will not be responsible for continuing to pay the employee's salary and  
31 benefits. AFSCME shall indemnify and hold the State harmless against any and all claims,  
32 damages, suits, or other forms of liability which may arise out of any action taken or not  
33 taken by the State for the purpose of complying with this provision.

34 b. Short Term. Upon written request from the Executive Director of AFSCME  
35 Council 75 to DAS Labor Relations Unit and the Agency's Human Resources Manager, up  
36 to four (4) Presidents/designees from AFSCME Council 75 Central Table participating  
37 Agencies shall be given release time from his/her position for a period of time up to three  
38 (3) months for the performance of Union duties related to the collective bargaining  
39 relationship. Only one (1) employee from a bargaining unit and a total of four (4)  
40 employees from all Central Table participating bargaining units may be on such leave at  
41 any one (1) period in time. Such requests will be granted unless the affected Agency can  
42 demonstrate that the employee's absence would adversely impact the operating needs of  
43 the employee's work unit. If granted, such time may also be taken on an intermittent basis.  
44 AFSCME shall, within thirty (30) days of payment to the employee, reimburse the State for  
45 payment of appropriate salary, benefits, paid leave time, pension, and all other employer-  
46 related costs. Where this reimbursement is expressly prohibited by law or funding source,  
47 the employee shall be granted a leave of absence but the Employer will not be responsible  
48 for continuing to pay the employee's salary and benefits.  
49

1  
2 Section 11. Notice of Exclusion of Filled Bargaining Unit Positions.

3 The Agency shall provide the Union with no less than ten (10) days written notice of  
4 its intent to exclude a filled bargaining unit position. The Agency agrees not to change the  
5 position's designation from represented status during the notice period.  
6

7 Section 12.

8 If a union steward works at a different duty station from where a grievant works, the  
9 union steward shall use the telephone or email system for the initial investigation of the  
10 grievance when practical. Union stewards may use agency fax machines, scanner  
11 machines or email system to file or appeal grievances. In performing duties pursuant to  
12 Article 14 – Shop Stewards, stewards may use email to communicate regarding  
13 grievances.  
14

15 ARTICLE 4 - LAWS AND REGULATIONS

16  
17 This Agreement is subject to all applicable existing and future State and federal laws  
18 and regulations.  
19

20 ARTICLE 5 - UNIT CLARIFICATION

21  
22 Any dispute or question concerning bargaining unit composition shall be resolved by  
23 the Employment Relations Board.  
24

25 ARTICLE 6 - EQUAL EMPLOYMENT OPPORTUNITY AND AFFIRMATIVE ACTION

26  
27 Section 1.

28 The provisions of this Agreement shall apply equally to all employees in the  
29 bargaining unit without regard to age, race, color, religion, sex, sexual orientation, national  
30 origin, disability, marital status, or political affiliation. The Union further agrees that it will  
31 support the Agency's implementation of applicable federal and State laws, regulations, and  
32 guidelines including but not limited to Presidential Executive Order 11246 as amended by  
33 Presidential Executive Order 11375 and the Governor's Policy and Guidelines for  
34 Affirmative Action Plans in State agencies.  
35

36 Section 2.

37 All complaints alleging any form of discrimination in violation of this Contract shall be  
38 submitted to the Director or his/her designee. A meeting with the complainant will be held  
39 within fifteen (15) calendar days of the receipt of the complaint. If satisfactory solution  
40 cannot be reached, the Director or the designee will communicate in writing, within thirty  
41 (30) calendar days from receipt of the complaint, the position of the Agency to the  
42 complainant and the Union. If the complaint is not resolved, the employee or the Union  
43 may submit such complaint to the Bureau of Labor and Industries, Civil Rights Division;  
44 except that complaints alleging discrimination because of sexual preference or political  
45 affiliation may be submitted to the Department of Administrative Services, Labor Relations  
46 Unit if unresolved by the Agency. The Department of Administrative Services, Labor  
47 Relations Unit will review the complaint, attempt to resolve it, and/or issue its findings to the  
48 employee and the Union.  
49

## ARTICLE 7 - DEFINITIONS

1  
2  
3 Continuous Service: Uninterrupted employment with the Agency. An interruption is a  
4 separation from employment except for layoff.

5  
6 Classification Specifications: A document established by Department of Administrative  
7 Services, Human Resources Services Division setting forth a class title, a statement of  
8 minimum qualifications, duties, authorities and responsibilities.

9  
10 Day: Calendar day unless otherwise specified.

11  
12 Promotion: Movement of an employee from a position in one class to a position in another  
13 class having a higher maximum salary rate.

14  
15 Demotion: A movement of an employee from a position in one class to a position in  
16 another class having a lower maximum salary rate.

17  
18 Dismissal: A complete separation of a regular status employee from State service for  
19 disciplinary reasons.

20  
21 Regular Status Employee: An employee who successfully completes a trial service period.

22  
23 Job Share Position: A full-time position identified by the appointing authority in the  
24 classified service that is classified as one that may be held by more than one (1) individual  
25 on a shared time basis whereby the individuals holding the position work less than full time.

26  
27 Part-Time Employee: An employee in the bargaining unit who works thirty-two (32) hours  
28 or more per month, but less than full-time per month in a budgeted position (excluding job  
29 share, seasonal employees).

30  
31 Seasonal Employee: An employee filling a position which occurs, terminates, and recurs  
32 periodically and regularly regardless of duration.

33  
34 Underfilling: Employment of a person in a classification lower than the established class of  
35 the position.

---

36  
37 Position Description: A written description of a position which contains the title, a statement  
38 of duties, authority and responsibilities.

39  
40 Reemployment: A return by a former regular status employee to the Agency within a  
41 period of two (2) years from the date of separation.

42  
43 Proration of Benefits: To divide or distribute entitlements, as provided by the Collective  
44 Bargaining Agreement. The proportional distribution shall be determined by the following  
45 method: Actual Hours in Paid Status/Divided by Total Regular Hours in the Month/Times  
46 the Entitlement's Value.

47  
48 Paid Status: Compensable hours which include hours worked, or a combination of sick,  
49 vacation, personal, and compensable leaves.

1  
2 Seniority: Unless otherwise indicated in this Agreement, seniority means continuous  
3 service with the Agency. All leave without pay (LWOP) periods that exceed fifteen (15)  
4 calendar days shall be deducted from the computation of continuous service, except that  
5 periods of LWOP for qualified and authorized FMLA/OFLA leave will be counted for  
6 seniority calculations.

7  
8 Temporary Employee: As defined by Statute.  
9

## 10 ARTICLE 8 - AVAILABILITY OF THE PARTIES TO EACH OTHER

11  
12 The parties agree that representatives of the Employer and the Union are each  
13 obligated to meet at reasonable times at the request of the other party for discussion of  
14 interpretation of the Agreement. Both parties pledge to meet expeditiously and in good  
15 faith.  
16

## 17 ARTICLE 9 - FAIR SHARE

### 18 19 Section 1.

20 On the first pay period of each month, the Agency shall deduct from the wages of  
21 employees in the bargaining unit who are members of the Union and who have requested  
22 such deductions pursuant to ORS 292.055 a sum equal to Union dues. This deduction  
23 shall begin on the first payroll period following such authorization and shall continue from  
24 month to month for the life of this Agreement.  
25

### 26 Section 2.

27 Employees in the bargaining unit who are not members of the Union shall make  
28 payments in lieu of dues which shall be the equivalent of regular Union dues. Beginning  
29 with the first payroll period after the execution of this Agreement and on each period  
30 thereafter, the Agency will deduct from the wages of each bargaining unit employee who is  
31 not a Union member the payments in lieu of dues required by this Article. Similar  
32 deductions will be made in a similar manner from the wages of new bargaining unit  
33 employees who do not become members of the Union within thirty (30) days after the  
34 effective date of their employment. The Agency shall remit a payment for all said  
35 deductions to the Union by the 20th of the month after the deductions are made. Said  
36 payment shall be accompanied by a listing of the names and employee identification  
37 numbers of all employees from whom deductions were made.  
38

### 39 Section 3.

40 Dues and payments in lieu of dues for employees working less than twenty (20)  
41 hours per week will be on a prorated basis as outlined by Union policy. It shall be the  
42 responsibility of the Agency's Human Resources Department to notify the Union of  
43 employee's names and employee identification numbers working less than twenty (20)  
44 hours per week or less than thirty-two (32) hours per month for the purpose of prorating  
45 dues or fair share.  
46

### 47 Section 4.

1 During the life of this Agreement, the Union will notify the Agency periodically of  
2 individuals who have become members of the Union and to whom the fair share provisions  
3 of this Article will not thereafter apply.  
4

5 Section 5.

6 Any employee who is a member of a church or religious body having bona fide  
7 religious tenets or teachings which prohibit association with a labor organization, or the  
8 payment of dues to it, shall pay an amount of money equivalent to regular Union dues to a  
9 nonreligious charity or to another charitable organization mutually agreed upon by the  
10 employee affected and the Union. The employee shall furnish written proof to the Agency  
11 that this has been done.

12 Notwithstanding an employee's claim of exemption under this Section, the Agency  
13 shall deduct payments in lieu of dues from the employee's wages pursuant to this Article,  
14 until agreement has been reached between the employee and the Union.  
15

16 Section 6.

17 The Union shall provide the Agency Payroll Office with Union  
18 application/authorization forms. Human Resources Department shall supply said  
19 applications to prospective members upon request, and shall process completed  
20 applications forwarding a copy to the Union immediately upon receipt.  
21

22 Section 7.

23 The Union agrees that it will indemnify, defend and save the Employer and the  
24 Agency harmless from all suits, actions, proceedings, and claims against the Employer and  
25 the Agency or person(s) acting on behalf of the Employer and the Agency whether for  
26 damage, compensation, reinstatement, or combination thereof arising out of the Agency's  
27 implementation of this Article.  
28

29 **ARTICLE 10 - LIMITED DURATION APPOINTMENTS**  
30

31 Section 1.

32 Persons may be hired for special studies or projects of uncertain or limited duration  
33 which are subject to the continuation of a grant, contract, award or legislative funding for a  
34 specific project. Such appointments shall be for a stated period normally not exceeding two  
35 (2) years but shall expire upon the earlier termination of the special study or projects.  
36

37 Section 2.

38 a. Newly hired persons on a limited duration appointment in a limited duration  
39 position shall not be entitled to any layoff rights under this Agreement. All employees with  
40 limited duration appointments in permanently-vacated permanent positions shall be entitled  
41 to layoff rights after twenty-four (24) months of continuous employment.

42 b. If a limited duration position becomes permanent, then the employee in that  
43 position may be offered that position in accordance with Article 16 (Filling of Vacancies).

44 c. An employee appointed from permanent regular status in the Agency to a  
45 limited duration appointment in the Agency shall be reinstated to his/her former permanent  
46 regular status classification in the Agency when the limited duration appointment is  
47 terminated. If the employee is appointed to a subsequent limited duration appointment(s)  
48 prior to reinstatement to his/her former permanent regular status classification, the  
49 employee shall retain his/her right to such reinstatement. First priority shall be given to

1 offering reinstatement position within the former work location. If a position is not available  
2 within the former work location, a reinstatement position shall be offered in some other  
3 work location. Such return rights shall not apply if charges are filed and he/she is  
4 discharged as provided in Article 12 (Discipline and Discharge).

5  
6 Section 3.

7 A new or current employee accepting a limited duration appointment shall be notified  
8 of the conditions of the appointment and acknowledge in writing that they accept that  
9 appointment under these conditions. Such notification shall include the following.

10 a. That the appointment is of limited duration.

11 b. That persons who accept a limited duration appointment shall have no layoff  
12 rights under this Agreement except those provided under Section 2 (a) and (b) of this  
13 Article.

14 c. Current employees who attained permanent regular status in a classified  
15 position immediately prior to acceptance of the LD appointment will receive information at  
16 the time the LD appointment is offered about:

17 1. Salary step placement pursuant to Article 34 – Salary Administration  
18 provisions, and

19 2. Salary eligibility date after the LD appointment ends and the employee  
20 returns to the former permanent regular status classification in accordance  
21 with Section 2 (c) of this Article.

22 d. That in all other respects, limited duration appointees have all rights and  
23 privileges of other classified employees including but not limited to wages, benefits, and  
24 Union representation under this Agreement.

25  
26 Section 4.

27 New or current employees can be hired into new or current permanent positions  
28 under limited duration status under the following conditions.

29 a. The position has been temporarily vacated due to job rotation, limited  
30 duration, extended leaves; or

31 b. The position is known to have limited work and funding, not to exceed two (2)  
32 years; or

33 c. Funding for the position is uncertain beyond the end of the current biennium.

34  
35 If funding for the permanent position is restored or retained prior to termination of the  
36 limited duration appointment, the agency may, in accordance with Article 16 Filling of  
37 Vacancies, conduct a recruitment or offer the current incumbent permanent status in the  
38 position. If a recruitment is conducted and the current incumbent applies the employee  
39 shall be granted an interview and be considered.

40  
41 **ARTICLE 11 - AGENCY PERSONNEL POLICIES**

42  
43 The Agency shall provide a copy of its written personnel policies to the Union. An  
44 up-to-date copy of current personnel policies shall be made available in every Division to  
45 employees.

46 When a change of policy occurs, a copy of the change will be mailed to the Union  
47 and notification will be provided to all affected employees.

ARTICLE 12 - DISCIPLINE AND DISCHARGE

Section 1.

No employee who has completed the initial trial service period shall be disciplined or dismissed without just cause. Just cause includes the principles of progressive discipline and due process. The purpose of progressive discipline is to advise the employee of needed improvement in a professional manner, and provide the employee an opportunity to improve. It is recognized that the appropriate level of discipline depends on the circumstances of each case.

Section 2.

a. Discharge of a regular status employee may be appealed by the Union to binding arbitration. The appeal must state the reason for the appeal and must be submitted to the Department of Administrative Services, Labor Relations Unit within ten (10) calendar days from the effective date of the discharge. Such appeal shall be heard by the arbitrator pursuant to the terms and conditions outlined in Section 5 to Section 9 of Article 13 (Grievance Procedure).

b. An FLSA-non-exempt employee reduced in pay, demoted, or suspended shall receive written notice of the discipline and of the specific charges supporting the discipline. An FLSA-exempt employee demoted or suspended consistent with the salary basis requirements of the FLSA shall receive written notice of the discipline and of the specific charges supporting the discipline. The reduction, demotion or suspension of a regular status employee may be appealed to Step 2 of the Grievance Procedure within fifteen (15) calendar days from the effective date of the action. Any further appeal of an action specified in sub (b) shall follow the procedure and time frames outlined in Article 13 (Grievance Procedure).

Section 3.

A written predissmissal notice shall be given to a regular status employee against whom a charge is presented. Such notice shall include the known complaints, facts and charges, and a statement that the employee may be dismissed. The employee shall be afforded an opportunity to refute such charges or present mitigating circumstances to the Agency's Director or designee at a time and date set forth in the notice which date shall not be less than seven (7) calendar days from the date the notice is received. The employee shall be permitted to have an official representative present. At the discretion of the Agency Director, the employee may be suspended with pay or be allowed to continue work as specified within the predissmissal notice. The predissmissal notice will not be included in the employee's official personnel file. Following the predissmissal meeting, a copy of a letter to the employee, summarizing the charges and notifying the employee of the Director's or designee's decision shall be placed in the employee's official personnel file.

Section 4.

If the Agency has reason to discipline an employee it shall be done in a manner which will not embarrass or humiliate the employee in front of other employees or the public.

Section 5.

Unauthorized absence of the employee from duty shall be deemed to be without pay and may be grounds for disciplinary action by the Agency. Employees may be allowed to

1 cover such absences with accrued vacation time or compensatory time if extenuating  
2 circumstances existed.

3 Any employee who is absent for five (5) consecutive workdays without authorized  
4 leave shall be deemed to have resigned unless prevented from notifying the Employer due  
5 to circumstances beyond his/her control. The employee will be offered the opportunity to  
6 explain the circumstances beyond his/her control which prevented the employee from  
7 notifying the Employer. If the Agency determines the information presented does not  
8 excuse the unauthorized absence, the employee's personnel records will reflect that the  
9 employee resigned.

10  
11 Section 6.

12 All notices of predissmissal, suspension, reduction in pay, written reprimand,  
13 demotion and/or dismissal shall be forwarded to the Union on the same day as the  
14 employee is notified.

15  
16 Section 7.

17 Upon request, an employee shall have the right to Union representation during an  
18 investigatory interview that an employee reasonably believes will result in disciplinary  
19 action. The employee will have the opportunity to consult with a local union steward or an  
20 AFSCME Council Representative before the interview, but such consultation shall not  
21 cause an undue delay.

22  
23 **ARTICLE 13 - GRIEVANCE PROCEDURE**

24  
25 Section 1.

26 Grievances are defined as acts, omissions, applications, meaning or interpretation  
27 alleged to be violations of the terms and conditions of this Agreement.

28  
29 Section 2.

30 The Agency and the Union will resolve employee problems and complaints, or  
31 differences in the interpretation of the contract, by informal methods if possible. Such  
32 informal methods may include, but are not limited to, collaborative problem-solving and  
33 informal, non-binding mediation. Furthermore, the Agency may, at its sole discretion,  
34 permit Union participation in circumstances where such participation is not required by law  
35 or this contract. However, if the Union or an employee desires a formal resolution of any  
36 grievance or dispute, which arises concerning the application, meaning, or interpretation of  
37 this Agreement (except complaints of discrimination in Article 6), such grievance shall be  
38 resolved as provided under Section 3 of this Article.

39  
40 Section 3. Grievance Steps.

41 STEP 1. Any affected employee with the Union, or the Union on an employee's  
42 behalf, may file a grievance in writing with his/her immediate excluded supervisor within  
43 thirty (30) calendar days of the date of the alleged breach of this Agreement, or of the date  
44 the Union or employee knew or should have known of the alleged breach. The grievance  
45 shall include: (a) a statement of the grievance and relevant facts; (b) the specific provision  
46 or provisions of the Agreement alleged to be violated; and (c) the remedy sought. The  
47 supervisor or management designee shall respond in writing to the grievance within fifteen  
48 (15) calendar days to the employee, with a copy to the Union.

1           STEP 2. If the grievance remains unresolved at STEP 1, it may be appealed to the  
2 Agency Director within fifteen (15) calendar days after the response required by STEP 1  
3 was due. The Agency Director or his/her designee shall respond in writing within fifteen  
4 (15) calendar days after receipt of the grievance.

5  
6 Section 4. Department of Administrative Services Review.

7           If the grievance remains unresolved at STEP 2, the Union may file the grievance with  
8 the Department of Administrative Services, Labor Relations Unit, within fifteen (15)  
9 calendar days following receipt of the response at STEP 2. The Department of  
10 Administrative Services shall respond within fifteen (15) calendar days following receipt of  
11 the appeal to the Department of Administrative Services.

12           In the event the response from the Department of Administrative Services is  
13 acceptable to the Union, such response shall have the same force and effect as a decision  
14 or award of an arbitrator, and shall be final and binding on all parties and they will abide  
15 thereby.

16  
17 Section 5. Submission to Arbitration.

18           Any grievance, having progressed through the Steps as outlined in this Agreement  
19 and remaining unresolved following Department of Administrative Services review, may be  
20 submitted to arbitration for settlement. To be valid a request for arbitration must be in  
21 writing and received by the Department of Administrative Services within fifteen (15)  
22 calendar days of the receipt of the response from the Department of Administrative  
23 Services review process.

24           Failure to file a valid arbitration request within the specified fifteen (15)-calendar day  
25 period shall constitute forfeiture of claim and the case shall be considered closed by all  
26 parties.

27           If arbitration is requested, the parties shall meet to attempt to formulate a submission  
28 agreement to be forwarded to the arbitrator.

29  
30 Section 6. Mediation.

31           Subsequent to a valid arbitration request and prior to the selection of an arbitrator,  
32 either the Department of Administrative Services or the Union may request mediation of the  
33 grievance. If agreed to by both parties, mediation will be scheduled and conducted by the  
34 Conciliation Service Division of the Employment Relations Board. Mediation is not a  
35 mandatory step of the grievance procedure.

36  
37 Section 7. Selection of the Arbitrator.

38           In the event that arbitration becomes necessary the Union and the Department of  
39 Administrative Services will jointly request from the Employment Relations Board the  
40 names of five (5) qualified arbitrators. They will select an arbitrator by alternately striking  
41 names, with the moving party striking first, from the Employment Relations Board list one  
42 (1) name at a time until only one (1) name remains on the list. The name remaining on the  
43 list shall be accepted by the parties as the arbitrator and arbitration hearings shall  
44 commence within fifteen (15) calendar days thereafter, unless otherwise mutually agreed  
45 by the parties.

46  
47 Section 8. Arbitrator's Authority.

48           The parties agree that the decision or award of the arbitrator shall be final and  
49 binding on each of the parties and that they will abide thereby. The arbitrator shall have no

1 authority to add to, subtract from, or change any of the terms of this Agreement, to change  
2 an existing wage rate or establish a new wage rate. The arbitrator shall have the power to  
3 return a grievant to employee status, with or without back pay, or to mitigate the penalty as  
4 equity suggests under the facts.

5  
6 Section 9. Expenses of Arbitration.

7 Arbitrator fee and expenses shall be paid by the losing party. If, in the opinion of the  
8 arbitrator, neither party can be considered the losing party, then such expenses shall be  
9 divided as in the arbitrator's judgment is equitable. All other expenses shall be borne  
10 exclusively by the party requiring the service or item for which payment is to be made.

11  
12 Section 10.

13 Employees are entitled to act through a Union Representative or Shop Steward to  
14 initiate a grievance. Employees are entitled to representation by a Shop Steward at the  
15 first and/or second step or by a Union Representative at any step in this Article.

16  
17 Section 11.

18 Once a bargaining unit member files a grievance, the employee shall not be required  
19 to discuss the subject matter of the grievance without the presence of the Union  
20 Representative or Shop Steward.

21  
22 Section 12.

23 If five (5) or more employees file a grievance on exactly the same issue, it shall be  
24 heard at STEP 2 of the procedure outlined in this Article and treated as a group grievance.

25  
26 Section 13.

27 Time limits may be extended by agreement of the parties.

28  
29 Section 14.

30 Failure of the aggrieved party to comply with the time limits outlined above shall  
31 constitute abandonment of the grievance.

32  
33 **ARTICLE 14 - SHOP STEWARDS**

34  
35 Section 1.

36 A reasonable number of Shop Stewards shall be allowed to ensure access to all  
37 Agency employees. The Union shall select Stewards and will make every effort to ensure  
38 that a sufficient number are available to represent all bargaining unit members. The Union  
39 shall immediately notify the Human Resources Manager of the names of Shop Stewards  
40 and their work locations. The Union shall update the list as changes occur.

41 A bargaining unit member may select from available Stewards for representation in  
42 an investigation or grievance. Selection of a Steward is subject to Section 2 provisions.

43  
44 Section 2.

45 Stewards may receive, but not solicit, and may discuss complaints and grievances of  
46 employees on the premises and time of the Agency, but only to such extent as does not  
47 neglect, retard or interfere with the work and duties of the Shop Stewards or with the work  
48 or duties of employees. No Steward will be granted per diem, transportation costs,  
49 overtime, or travel time to investigate grievances away from the Steward's work site. Upon

1 notice to their immediate supervisor, Shop Stewards shall be granted reasonable time off  
2 during regularly scheduled working hours without loss of pay or other benefits to investigate  
3 grievances. No more than one (1) Steward at a time shall be granted such time to  
4 investigate the same grievance. For training purposes, a second Steward may attend  
5 grievance discussions on paid time on a case-by-case basis subject to management  
6 approval.

7 If the permitted activities would interfere with either the Shop Steward's or the  
8 grievant's duties, the direct supervisor(s) shall, within the next working day, arrange a  
9 mutually satisfactory time for the requested activities. Time spent in grievance activities  
10 without the proper notification and release by the supervisor(s) involved will be considered  
11 unauthorized leave without pay for both the Shop Steward and the grieving employee.  
12 Each Shop Steward shall maintain and furnish to his/her immediate supervisor, on the  
13 regular monthly time distribution sheet, a record of dates and times spent on the functions  
14 described in this Article.

15  
16 Section 3.

17 The Agency agrees there shall be no reprisal, coercion, intimidation or discrimination  
18 against any Shop Steward for the conduct of the functions described in this Article.

19  
20 Section 4.

21 At the Union's request and subject to the operating requirements of the Agency,  
22 Shop Stewards for the Union shall be granted personal leave, accrued vacation leave,  
23 accrued compensatory time, or leave of absence without pay to attend Union  
24 recommended trainings.

25  
26 ARTICLE 15 - PERSONNEL RECORDS

27  
28 Section 1.

29 An employee may, upon request, inspect and obtain a copy of the contents of his/her  
30 official Agency personnel file and his/her manager's working files regarding the employee.  
31 No grievance shall be kept in the personnel files after the grievance has been resolved  
32 except the resolution.

33 Any information in a manager's working file that is past the retention schedule shall  
34 not be used in a disciplinary action.

35  
36 Section 2.

37 No information reflecting critically upon an employee shall be placed in the  
38 employee's personnel files that does not bear the signature of the employee. The  
39 employee shall be required to sign such material to be placed in his/her personnel file  
40 provided the following disclaimer is attached:

41  
42 "Employee's signature confirms only that the supervisor has discussed and  
43 given a copy of the material to the employee, and does not indicate  
44 agreement or disagreement."  
45

46 If an employee is not available within a reasonable period of time to sign the material  
47 or the employee refuses to sign the material, the Agency may place the material in the files  
48 provided a statement has been signed by two (2) management representatives that a copy

1 of the document was mailed to the employee at his/her address of record. A copy will also  
2 be mailed to the Union.

3  
4 Section 3.

5 If the employee believes that any of the above material is incorrect or a  
6 misrepresentation of facts, the employee shall be entitled to prepare in writing an  
7 explanation or opinion regarding the prepared material. This shall be included as part of  
8 the personnel record until the material is removed.

9  
10 Section 4.

11 An employee may include in the personnel files copies of any relevant material the  
12 employee wishes, such as letters of favorable comment, licenses, certificates, college  
13 course credits or any other material which reflects credibly on the employee.

14  
15 Section 5.

16 Records of disciplinary action and memos of expectation shall be retained for a  
17 maximum of three (3) years. At the employee's request, specifically identified materials  
18 reflecting caution, warning, admonishment, and disciplinary action will be removed two (2)  
19 years after the effective date of the action provided no incident of a similar nature has been  
20 documented in the intervening time. This early removal provision does not apply to memos  
21 of expectation or performance reviews. Any period of leave of absence without pay that is  
22 more than fifteen (15) days shall extend the retention period for that duration of leave.

23  
24 ARTICLE 16 - FILLING OF VACANCIES

25  
26 Section 1.

27 The Agency desires to fill vacancies with the best qualified applicants available.  
28 Within that context, the Agency intends to insure that protected classes are given an  
29 opportunity to compete for all openings within the bargaining unit.

30 The Agency will determine whether and how a vacancy is to be filled, and will make  
31 the determination of which individual will fill the vacancy. Subject to the requirements of  
32 affirmative action and equal employment opportunity, where two (2) or more employees are  
33 equally qualified for the position, which qualifications will include if applicable, but not  
34 necessarily be limited to work performance, work history, education, training, experience,  
35 skills, achievements, knowledge, references, licenses and certifications, the vacancy shall  
36 be given to the employee who has the greater seniority with the Agency. The Union may  
37 appeal these determinations through the grievance procedure.

38  
39 Section 2.

40 The employee is responsible for preparation for advancement and qualifying for  
41 promotion within the bargaining unit. Education and training shall be as provided under  
42 Article 23.

43  
44 Section 3.

45 Employees will be notified of bargaining unit vacancies to be filled competitively by a  
46 posting on the bulletin board and E-Mail. This posting will be for a minimum of five (5)  
47 days.

ARTICLE 17 - TRIAL SERVICE

Section 1.

All employees appointed to a position shall serve a trial service period of six (6) months except:

- a. Employees having served at least two (2) years in the same classification and promoted within the same work unit;
- b. Former employees having served at least two (2) years in the same classification and re-employed in the same classification and in the same work unit after an absence of less than two (2) years.

Employees under sub (a) and (b) shall serve a three (3)-month trial service period. Any such abbreviation of trial service shall not alter the required six (6)-month period necessary to receive a Merit Salary Increase as provided for under Article 34 of this Agreement.

Section 2.

At any time during the trial service period, the Agency may remove an employee if, in the judgment of the Agency, the employee is unable or unwilling to perform his/her duties satisfactorily or if in the judgment of the Agency his/her habits and dependability do not merit his/her continuance in the position.

If such employee was previously a regular status employee in another bargaining unit position in the Agency immediately prior to his/her present appointment, he/she shall be reinstated to his/her former classification unless charges are filed and he/she is discharged as provided in Article 12 (Discipline and Discharge).

Section 3.

An employee who is transferred or demoted to another position in the Agency prior to the completion of the trial service period shall complete a new trial service period of six (6) months.

Section 4.

An employee's trial service period shall not be extended except in instances where an employee has a leave of absence or is on Hardship Leave. A leave of absence or Hardship Leave shall extend the trial service period by the number of calendar days of the leave taken by the employee.

Section 5.

If an employee is removed from his/her position during his/her trial service period the employee shall not have rights to appeal the Agency's decision.

ARTICLE 18 - CLASSIFICATION AND CLASSIFICATION CHANGES

Section 1. Work Out of Classification.

a. When an employee is assigned, in writing, by the Agency for a limited time period to perform the major distinguishing duties of a position at a higher level classification for five (5) consecutive workdays, or forty (40) consecutive work hours, that employee shall be paid at the first step in the assigned classification or five percent (5%) more than his/her current rate of pay, whichever is greater.

1           When such assignments are made to WOC for five (5) consecutive workdays,  
2 the employee shall be compensated for all hours worked beginning from the first day of the  
3 assignment and for the full period of that particular assignment.

4           When an employee is assigned to WOC pending approval of a reclassification  
5 upward, the WOC compensation will be paid in accordance with Article 18, Section 7. In  
6 the event final approval of the reclassification is not obtained, then the difference between  
7 the WOC pending reclassification and the Article 18, Section 1 WOC rate will be reconciled  
8 and paid to the employee.

9           Assignments of WOC shall not be made in a manner which will subvert or  
10 circumvent the administration of this Section.

11          b.     An employee who is underfilling a position shall be informed in writing that  
12 he/she is an underfill, the reasons for the underfill, and the requirements necessary for the  
13 employee to qualify for reclassification to the allocated level. Upon gaining regular status  
14 and meeting the requirements for the allocated level to the position, the employee shall be  
15 reclassified.

16          c.     An employee who accepts duties out of class for training or developmental  
17 purposes shall have an agreement in writing of the purpose and length of the assignment  
18 during which there shall be no extra pay for the work. Such assignment shall not exceed  
19 twelve (12) months. A copy of the notice shall be placed in the employee's file.

## 20 21 Section 2. Revision of Classification Series.

22          a.     Prior to implementation of new classifications, or major revisions of existing  
23 classifications, the parties will negotiate rates of pay, effective date and method of  
24 implementation.

25          b.     Should the Agency establish a new classification or materially revise an  
26 existing classification during the life of this Agreement, the parties shall meet and negotiate  
27 the salary range for the new or revised classification.

28          c.     Employees shall be informed of their allocation into the new classification  
29 system by the Employer. Appeals to position allocation in the new classification system  
30 shall be filed in accordance with Article 61, Implementation of New Classes-Appeals  
31 Process.

## 32 33 Section 3. Reclassification Procedure.

34          a.     A completed Position Description Form and written explanation for a proposed  
35 reclassification request shall be submitted to the Agency Human Resources Office.

36          b.     The Agency shall review and verify the duties assigned to the position. Within  
37 thirty (30) days after receipt of reclassification request, the Agency shall notify the Union of  
38 its findings. If the findings indicate reclassification, the Agency shall decide to seek  
39 approval if necessary or remove the duties.

## 40 41 Section 4. Upward Reclassification.

42           When a position is reclassified upward a regular incumbent shall be continued in the  
43 position. He/she shall be advanced to the higher class with the same status held in the  
44 lower class if he/she meets minimum experience and training requirements. When a  
45 position is reclassified upward and the incumbent does not have regular status, the position  
46 will be filled competitively at the higher level.

## 47 48 Section 5. Downward Reclassification.

1 a. When a position is reclassified to another class at the same pay level or to a  
2 class that carries a lower salary range, the incumbent trial service or regular employee shall  
3 be accorded corresponding status in the new class.

4 b. The Agency shall notify an employee in writing of a downward reclassification  
5 of the employee's position, and the specific reasons for doing so within thirty (30) days prior  
6 to the effective date.

7 c. When an employee is reclassified downward, the employee's rate of pay shall  
8 be the last salary rate earned in the salary range of the previous classification. It shall  
9 remain at that rate until a rate in the salary range of the new classification exceeds it, at  
10 which time the employee's salary shall be adjusted to that step and the salary review and  
11 eligibility date shall be established one (1) year from that date, provided the employee is  
12 not at the maximum of the salary range to which the employee was reclassified.

13 d. No employee with the same duties within the same classification in the same  
14 geographic area shall be reclassified downward while other employees with less service  
15 credits remain in the original class.

16  
17 Section 6. Equal Reclassification Rate.

18 When an employee is reclassified to a class having the same salary range, his/her  
19 rate of pay will not be changed.

20  
21 Section 7. Pay for Upward Reclassification.

22 Rate of pay upon upward reclassification shall be the first step of the new salary  
23 range, unless the old salary rate was higher than the first step of the new salary range, then  
24 whatever step of a new salary range constitutes a pay increase. If the new salary rate is  
25 less than a four percent (4%) increase, then the employee's rate shall be the next step of  
26 the new salary range. In no case shall it exceed the new salary range maximum.

27  
28 Section 8. Pay Date of Upward Reclassification.

29 a. Effective date of reclassification payment shall be the first of the month  
30 following the month in which the reclass request was received by the Department of  
31 Administrative Services.

32 b. The employee does not retain his/her old eligibility date and will be eligible for  
33 salary increase the first of the month following twelve (12) months in the new class.

34  
35 Section 9. Pay for Upward Reclassification Denial.

36 If the Legislature or the Department of Administrative Services does not approve the  
37 reclassification request, the employee shall be paid the rate of pay of the higher level  
38 classification from the first of the month following the month in which the reclass request  
39 was received by the Agency Personnel Officer to the date the duties were removed.

40  
41 Section 10. Denied Reclassification/Involuntary Reclassification Appeal Process

42  
43 Agency Appeal: If an employee's requested reclassification is denied or the Agency  
44 reclassifies an employee's position, the Union may appeal the decision in writing to the  
45 Agency Head or designee within fifteen (15) calendar days after receipt of the Agency's  
46 decision. The appeal must identify the reason(s) the Agency's decision is incorrect. The  
47 Agency shall respond to the appeal in writing within fifteen (15) calendar days from receipt  
48 of the Union's appeal.

1 Committee Appeal: If the Agency denies an employee's reclassification request or if the  
2 Agency reclassifies an employee's position, the Union may appeal the decision to the  
3 Employer/Union Classification Appeal Committee. The appeal must be in writing and  
4 submitted within fifteen (15) calendar days from the date the Agency's final decision. All  
5 appeals must be supported with copies of documents originally provided to the Agency for  
6 the reclassification request, including written explanation of the request and all relevant  
7 documentation. No new documentation or information will be considered by the Committee  
8 unless mutually agreed upon. Upon request, the Union and employee shall have one (1)  
9 opportunity to address the committee.

10  
11 Employer/Union Classification Appeal Committee: The committee shall be composed of  
12 one (1) Employer representative and one (1) Union staff representative. The Committee's  
13 sole mission will be to consider appeals pursuant to this section of the article and make  
14 decisions which maintain the integrity of the classification system by correctly applying the  
15 classification specifications. Each representative shall have experience making  
16 classification decisions.

17  
18 Appeal Decision Process: The Committee will attempt to resolve the appeal by jointly  
19 determining whether the current or another classification more accurately depicts the  
20 overall assigned duties, authorities and responsibilities of the position. In this process each  
21 of the designees may identify one (1) alternate class that he/she determines most  
22 accurately depicts the purpose of the job and overall assigned duties. The Committee will  
23 prepare an initial written decision to the Agency and Union within thirty (30) calendar days  
24 of receipt which will include the reasons for the decision. Agency management retains the  
25 right to modify duties to ensure consistency with the Agency's work, goals and objectives.  
26 If the finding of the committee determines the assigned duties are appropriately classified  
27 at a higher salary range and the Agency subsequently removes the higher level duties, the  
28 employee will receive a lump sum payment for the difference between the current salary  
29 rate including work out of classification pay already paid if any, and the appropriate salary  
30 rate for the classification as determined by the committee. This payment shall be for the  
31 time period beginning the date in which the request was received by the Agency to the date  
32 the duties are removed.

33  
34 Arbitration: If there is no resolution, the Union may request arbitration in writing within  
35 fifteen (15) calendar days from the date of receipt of the Committee's final written decision.  
36 The Union's request must be sent to the Department of Administrative Services Labor  
37 Relations Unit and shall include the reasons why the Agency's decision is incorrect.

38  
39 The Parties agree to the appointment of a panel of three (3) arbitrators to hear all  
40 appeals under this article. Arbitrators shall be assigned on a rotational basis. The  
41 arbitrators shall have experience resolving classification issues. An arbitrator may be  
42 removed from the panel by mutual agreement of the Parties. However, each party retains  
43 the right to initiate a change in that arbitrator's appointment upon notice to the other party.  
44 If this occurs, the Parties agree to select another qualified arbitrator. The change in  
45 assigned arbitrator shall be effective for any case not yet scheduled for arbitration. The  
46 arbitrator's fee and expenses shall be paid by the losing party. If, in the opinion of the  
47 arbitrator, neither party can be considered the losing party, then such expenses shall  
48 apportioned as in the arbitrators' judgment is equitable. All other expenses shall be borne  
49 by the Party requiring the service or item for which payment is to be made.

1  
2 The arbitrator shall allow the Agency's decision to stand unless he/she concludes  
3 that the proposed classification more accurately depicts the overall assigned duties,  
4 authority, and responsibilities using the criteria specified below. In the event the arbitrator  
5 finds in favor of the proposed or alternate classification, Agency management may elect to  
6 remove/modify duties at any point during the process. However, if the agency removes the  
7 higher level duties, the employee will receive a lump sum payment for the difference  
8 between the current salary rate including work out of classification pay already paid if any,  
9 and the appropriate salary rate for the classification as determined by the committee. This  
10 payment shall be for the time period beginning the date in which the request was received  
11 by the Agency to the date the duties are removed.

12  
13 Classification Criteria. For purposes of this section, a reclassification must be based on  
14 findings that the purpose of the position is consistent with the concept of the proposed  
15 classification and that the class specifications for the proposed classification and that the  
16 class specifications for the proposed classification more accurately depicts the overall  
17 assigned duties, authority and responsibilities of the position.

18  
19 Terms used above shall be defined as follows: a) the purpose of the position shall be  
20 determined by the statement of purpose and assigned duties of the position description and  
21 other relevant evidence of duties assigned by the Agency; b) the concept of the proposed  
22 classification shall be determined by the general description and distinguishing features of  
23 its class specifications, and, c) the overall duties, authority and responsibilities of the  
24 position shall be determined by the position description and other relevant evidence of  
25 duties assigned by the Agency.

26  
27 This Section supersedes any provisions contained in the Agency's grievance  
28 procedure.

29  
30 Section 11. Pay Option Change-Rate of Pay.

31 When an employee's work assignment is changed resulting in the employee no  
32 longer being eligible for a pay options associated with specific duties and professional  
33 registration or licensure, it is agreed the change will be treated the same as a classification  
34 change (downward or upward) provided for in Article 18.

35 Salary range designations on specialized positions within a classification title reflect  
36 pay options as compensation for the assignment of additional duties and required  
37 qualifications to perform those additional duties. For example, NRS 3 is at salary range 27  
38 and NRS 3 (Hydrogeologist) is at a salary range 28B even though both have the same  
39 classification number and same classification specification. Salary treatment for assigned or  
40 reassigned duties eligible for a pay option, temporarily or on a long term basis, shall be as  
41 follows:

42 a. Temporary basis-When an employee is assigned or reassigned the duties, in  
43 writing, by the Agency for five consecutive workdays, or forth (40) consecutive work  
44 hours, the employee will be paid WOC pursuant to Section 1 of this Article. This  
45 "WOC" applies to employees who have never been permanently assigned the pay  
46 option eligible duties, and to those who previously had been assigned but had the  
47 pay option duties removed.

48 b. Long-term basis-If the employee is reassigned the previously removed duties  
49 as a regular responsibility within two (2) years from the effective date the duties were

1 permanently removed, the employee shall be treated as a re-employment to the pay  
2 option salary range of the classification. That is, the employee will be placed at the  
3 salary step in the higher pay option range that the employee would have achieved  
4 had the employee not been changed from the higher pay option range.  
5

## 6 ARTICLE 19 - CONTRACTING OUT

### 7 8 Section 1.

9 The Union recognizes that the Employer has the management right, during the term  
10 of this Agreement, to decide to contract out work performed by bargaining unit members.  
11 However, when the contracting out will displace bargaining unit members, such decisions  
12 shall be made only after the affected Agency has conducted a formal feasibility study  
13 determining the potential costs and other benefits which would result from contracting out  
14 the work in question. The Employer agrees to notify the Union within one (1) week of its  
15 decision to conduct a formal feasibility study, indicating the job classifications and work  
16 areas affected. The Employer shall provide the Union with no less than thirty (30) days  
17 notice that it intends to request bids or proposals to contract out bargaining unit work where  
18 the decision would result in displacement of bargaining unit members. During this thirty  
19 (30) day period, the Employer shall not request any bids or proposals and the Union shall  
20 have the opportunity to submit an alternate proposal. The notification by the Employer to  
21 the Union of the results of the feasibility study will include all pertinent information upon  
22 which the Employer based its decision to contract out the work including, but not limited to,  
23 the total cost savings the Employer anticipates.

24 Feasibility studies will not be required when: (1) an emergency situation exists as  
25 defined in ORS 279.011(4), and (2) either the work in question cannot be done by available  
26 bargaining unit employees or necessary equipment is not readily available.

27 Nothing in this Article shall prevent the Employer from continually analyzing its  
28 operation for the purpose of identifying cost-saving opportunities.  
29

### 30 Section 2.

31 The Employer shall evaluate the Union's alternate proposal provided under Section  
32 1. If the Employer's evaluation of the Union's alternate proposal confirms that it would  
33 result in providing quality and savings equal to or greater than that identified in the  
34 management plan, the Parties will agree in writing to implement the Union proposal.  
35

### 36 Section 3.

37 Should any full-time bargaining unit member become displaced as a result of  
38 contracting out, the Employer and the Union shall meet to discuss the effect on bargaining  
39 unit members. The Employer's obligation to discuss the effect of such contracting does not  
40 obligate it to secure the agreement of the Union or to exhaust the dispute resolution  
41 procedure of ORS 243.712, 243.722, or 243.742, concerning the decision or the impact.

42 "Displaced" as used in this Article means when the work an employee is performing  
43 is contracted to another entity outside state government and the employee is removed from  
44 his/her job.  
45

### 46 Section 4.

47 Once an Agency makes a decision to contract out, the Agency will choose either (a)  
48 or (b) below. The Agency will notify affected employees of the option selected. The  
49 Agency will post and provide to the Union, a list of service credits for employees in all

1 potentially affected classifications within the Agency. Within five (5) business days of the  
2 notice, the affected employees will notify the Agency of acceptance of the Agency's option  
3 or decision to exercise his/her rights under (c) below:

4 a. Require the contractor to hire employees displaced by the contract at the  
5 same rate of pay for a minimum of six (6) months subject only to "just cause"  
6 terminations. In this instance, the state will continue to provide each such employee  
7 with six (6) months of health and dental insurance coverage through the Public  
8 Employee Benefits Board, if continuation of coverage under the Bargaining Unit  
9 Benefits Board is allowed by law and pertinent rules of eligibility. Pursuant to Article  
10 20, an eligible employee shall be placed on the Agency layoff list and may, at the  
11 employee's discretion, be placed on a secondary recall list for a period of two (2)  
12 years; or

13 b. Place employees displaced by a contract elsewhere in state government in  
14 the following order of priority: within the Agency, within the department, or within  
15 state service generally. Salaries of employees placed in lower classifications will be  
16 red-circled. To the extent this Article conflicts with Article 16, Filling of Vacancies,  
17 this Article shall prevail.

18 c. An employee may exercise all applicable rights under Article 20, Layoff.

19  
20 Section 5.

21 The following provisions govern the administration of the requirement under this  
22 Article to conduct feasibility studies in cases of contracting out and will supplement the  
23 provisions included in the contract.

24 a. The Employer agrees that all AFSCME represented state agencies will  
25 conduct a feasibility study in instances of contracting out work performed by bargaining unit  
26 employees when contracting out will result in displacement of bargaining unit employees.

27 b. The Parties agree that AFSCME-represented agencies will send directly to  
28 AFSCME's Executive Director and to DAS HRSD Labor Relations Unit all future notices of  
29 intent to conduct a feasibility study pursuant to Section 1.

30  
31 Section 6. Review of Contracted Work

32  
33 Upon request, the union may view state contracts deemed public records. The  
34 union will contact the agency manager responsible for procurement and contracts to  
35 arrange a time to review the contracts. The agency will let the union review any contracts  
36 that the agency itself stores, and are available through public records request. The union  
37 will contact the state archivist for older contracts under the public records law. The union  
38 may submit suggestions to the agency on agency initiated contracts as to how bargaining  
39 unit members could perform the work more efficiently (at reduced cost) and effectively  
40 (improved quality). The parties may discuss the union suggestions at their  
41 labor/management meetings and determine the most effective and efficient way to  
42 accomplish the work in the future for Agency initiated contracts. Decisions around  
43 reviewing of contracted work are not subject to the grievance procedure.

44  
45 **ARTICLE 20 - LAYOFF**

46  
47 As the Agency values stability in the workforce and the talents and contributions of  
48 its employees, the Agency will make a good faith effort to implement other workforce  
49 adjustment measures before implementing layoff. When the Agency decides a workforce

1 adjustment or layoff will be necessary, the Agency will notify the Union. Where a workforce  
2 adjustment plan is developed, the Agency will share the plan with the Union.

3 These work force adjustments include, but are not limited to, reassignment of  
4 individual employees to existing budgeted vacancies where qualified, voluntary demotions,  
5 or work-week reductions. Prior to layoff, and upon request of either the agency or the  
6 Union, the parties shall meet to propose work force adjustments involving multiple  
7 employees. These work force adjustments may include demotions, workweek reductions  
8 and job shares designed to minimize the impact of any proposed layoff. If mutual  
9 agreement cannot be reached within fifteen (15) days (which may run concurrently with  
10 notice of layoff), the Agency may implement proposed work force adjustments or layoffs.

#### 11 12 Section 1. Definition of Layoff.

13 A layoff is defined as a separation from the service for involuntary reasons not  
14 reflecting discredit on an employee.

#### 15 16 Section 2. Division Protected Positions.

17 Up to two (2) employees per Division may be protected from layoff for up to ninety  
18 (90) days if their loss would demonstrably present a hardship on the operations of the  
19 Agency. Extensions may be granted by mutual agreement of the parties.

#### 20 21 Section 3. Seniority Computation.

22 Computation of seniority for regular status employees shall be made as follows:

23 a. One (1) point per month for each full month of unbroken service in State  
24 service excluding temporary service. A break in service is a separation or  
25 interruption of employment without pay of more than two (2) years. All part-time  
26 service shall be credited on a prorated basis. Periods of authorized leave without  
27 pay will be deducted from seniority calculations pursuant to the definition of seniority  
28 in Article 7 – Definitions. When a layoff is announced, seniority scores shall be  
29 frozen on that date until the layoff and any subsequent bumping activity is  
30 completed.

31 b. If two (2) or more employees have equal seniority, the tie shall be broken as  
32 follows, with most credit given to:

- 33 1. Length of continuous service with the Agency;
- 34 2. Length of continuous service in the job classification.

#### 35 36 Section 4. Geographic Areas.

- 37 a. Norwest Area  
38 Clackamas, Clatsop, Columbia, Multnomah, Tillamook and Washington  
39 Counties
- 40 b. Willamette Valley Area  
41 Benton, Lane, Lincoln, Linn Marian, Polk and Yamhill Counties
- 42 c. Southwest Area  
43 Coos, Curry Douglas, Jackson and Josephine Counties
- 44 d. Central Area  
45 Crook, Deschutes, Hood River, Jefferson, Klamath, Lake and Sherman  
46 Counties
- 47 e. Eastern Area  
48 Baker, Grant, Gilliam, Harney, Malheur, Morrow, Umatilla, Union, Wallowa,  
49 Wasco and Wheeler Counties

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Section 5. Layoff Procedure.

- The layoff procedure shall occur in the following manner:
- a. The Agency shall determine the specific positions to be vacated and employees in those positions shall be notified of layoff. The Agency shall notify, in writing, all affected employees of his/her seniority and his/her contractual bumping rights. The Agency shall notify the Union of the seniority of all employees in all affected positions in writing. The Agency shall also post a copy of the seniority of all affected positions in the geographic area on the employee bulletin board.
  - b. An employee and the Union representative shall be given written notice of layoff as far in advance as possible but not less than fifteen (15) calendar days before the effective date, stating the reasons for the layoff.
  - c. Employees shall be laid off by geographic area.
  - d. Temporary and contractual employees working in the classifications and geographic area(s) for which a notice of layoff was given shall be terminated prior to the layoff of trial service or regular employees.
  - e. An initial trial service employee (new to state service) cannot displace any regular status employee.  
Any initial trial service employee who is laid off or demoted in lieu of layoff shall not be placed on the Agency layoff list, but shall be restored to the eligible list from which certification was made if the eligible list is still active. Restoration of the list shall be for the remaining period of eligibility that existed at the time of appointment from the list.
  - f. An employee notified of a pending layoff shall have one (1) opportunity to prioritize the following options and communicate such choice in writing to the Human Resources Manager within seven (7) calendar days from the date the employee is notified in writing. The Agency shall place the employee in the least senior position available for which the employee is qualified according to the prioritized order submitted by the employee; That is, if the Agency is unable to place the employee according to the employee's first priority, the Agency will attempt to place the employee according to the second priority, and so on. If the Agency is unable to place the employee through this process, the employee will be laid off.

1. Displacement within Current Classification. The employee may displace the least senior employee in the same classification for which he/she is qualified in the same geographical area in the Agency where the layoff occurs.

2. Displacement within Same Salary Range. The employee may displace the least senior employee in a classification within the same salary range (lateral) for which he/she is qualified in the same geographic area where the layoff occurs, provided he/she previously had completed trial service in a position in that classification with the Agency. An employee who demoted into a classification as a result of a previous layoff, and therefore had not served a recognized trial service period, will be considered to have served trial service after six (6) months of continuous service in the demotion classification for the purposes of applying this section in a future layoff.

3. Demotion. The employee may demote, which may result in the displacement of another employee, to the least senior position in one of up to three (3) classifications identified by the employee. The employee shall prioritize up to three (3) classifications in lower salary ranges for which he/she is qualified within the Agency and same geographic area. The employee may demote to the least senior position in one of the identified classifications considered in the order listed by the employee. Employees

1 who elect to demote shall be placed on any geographic area layoff list of his/her choice,  
2 within the Agency, for the classification from which he/she demoted.

3 4. Layoff. The employee may elect to be laid off. An employee who  
4 elects to be laid off shall be placed on any geographic area layoff list of his/her choice,  
5 within the Agency, for the classification from which he/she was laid off.

6 For purposes of displacement under Section 5(f) (1), (2) and (3), a vacant  
7 position that management intends to fill is considered to be the least senior.

8 Full-time to Part-time or Part-time to Full-time Option. Employees willing to  
9 convert from part-time to full-time status, or full-time to part-time status, if necessary, to  
10 displace the least senior employee, shall designate their willingness to convert in writing at  
11 the time of their selection of options under Section 5(f). For the purpose of displacing  
12 another employee the following shall apply:

13 A. If a full-time employee elects in writing to displace the least  
14 senior employee and the least senior employee is part-time, then the  
15 full-time employee shall convert to part-time and shall work only the  
16 number of hours per week as the displaced part-time employee.

17 B. If a part-time employee elects in writing to displace the least  
18 senior employee and the least senior employee is full-time, then the  
19 part-time employee shall convert to full-time and shall work forty (40)  
20 hours per week.

21 C. If an employee does not provide written election A or B above,  
22 then the employees' prioritized layoff options will be implemented only  
23 to displace other positions of the same status, that is, full-time to full-  
24 time or part-time to part-time status positions.

25 g. To be qualified for the options under Section 5(f) (1) (2), and (3) the employee  
26 must meet all of the minimum qualifications for the position's classification and must be  
27 capable of performing the specific requirements of the position as stated in the position  
28 description within two (2) weeks. When exercising an option under Section 5(f) (1), (2), and  
29 (3) an employee shall only be eligible to displace another employee with a lower seniority.  
30 If an employee meets the minimum qualifications but is not capable of performing the  
31 specific requirements of the least senior position, he/she may displace or demote to the  
32 next least senior position in the classification, provided the incumbent in the next lowest  
33 position has least seniority than the employee displacing or demoting and the employee is  
34 capable of performing the specific requirements of the position.

35 An employee who is seeking to bump another employee has no right to a trial  
36 service period of any duration in the position into which the employee is attempting to  
37 bump. Further, the two (2)-week time period is for the purposes of orienting an employee  
38 to the position, not training the employee to perform the work. Therefore, it is necessary  
39 that the employee can perform all of the core duties and responsibilities of the position as  
40 determined by the Agency prior to bumping into the position. The employee will receive  
41 performance coaching during this time period as assistance for successfully performing the  
42 duties of the position.

43 h. Job Share.

44 1. Individuals filling a job-sharing position which totals a full-time  
45 equivalent at the time of calculation of seniority shall be considered as two (2) part-time  
46 employees.

47 2. Seniority for prior non-job-share time shall be determined by giving the  
48 employee one (1) point per month for any full-time worked and pro rata credit for each  
49 month spent on the job in less than full-time capacity.

1           3. If employees in a job-share position are to be treated as part-time  
2 employees, seniority for the position shall be determined on a prorated basis as per part-  
3 time seniority computation.

4           i. If an employee is overfilling or underfilling a position, the employee will be  
5 considered in the position classification for the purposes of this Article. If an overfill  
6 employee is displaced, demoted in lieu of layoff, or is laid off, the employee shall retain  
7 his/her overfill status upon return to his/her classification.

8           j. Any employee displaced by another employee exercising options under  
9 Section 5(f) (1), (2), and (3) shall be provided written notice of layoff according to Section  
10 5(a) and may also exercise any option under 5(f).

11  
12 Section 6. Workforce Adjustment Trial Service Period.

13 Employees who are appointed to a vacant position with different duties and a  
14 different manager as the result of a workforce adjustment will serve a trial service period  
15 pursuant to Article 17 in that new position. If the employee was previously a regular status  
16 employee in the bargaining unit and is not able to satisfactorily perform the duties of the  
17 new assignment, the employee will be assigned to another vacant position for which the  
18 employee qualifies, in the same or equal classification. If no suitable position exists, the  
19 employee will be laid off in accordance with this Article.

20  
21 Section 7. Seasonal Employees.

22 Regular seasonal employees laid off prior to the end of the season shall be placed in  
23 order of seniority on the Agency layoff list for seasonal reappointment. The eligibility for  
24 such seasonal employees shall be canceled at the end of each season. At the completion  
25 of a season, all seasonal employees shall be terminated without regard to seniority.  
26 Regular seasonal employees terminated at the end of the season shall be placed on the  
27 reemployment roster in order of seniority and shall be recalled by geographical area the  
28 following season in order of seniority to the extent that work is available to be performed.

29  
30 Section 8. Comp Time Payout.

31 Any employee demoted in lieu of layoff may request at that time and shall be paid for  
32 all accrued compensatory time at the rate being earned prior to demotion in lieu of layoff.

33  
34 Section 9. Agency Layoff Lists for Recall.

35 Names of regular employees of the Agency who have separated from the service of  
36 the State in good standing by layoff or who have demoted in lieu of layoff shall be placed  
37 on layoff lists for recall to the Agency in seniority order established by the classification  
38 from which the employee was laid off or demoted in lieu of layoff and by geographical area.

39 The employee shall designate, in writing, the geographic area layoff list(s) on which  
40 he/she wishes to be placed. The term of eligibility of candidates placed on the list shall be  
41 two (2) years from the date of placement on the list.

42  
43 Section 10. Right of Return.

44 Employees who have demoted, voluntarily transferred, or have been reassigned as a result  
45 of a workforce adjustment plan shall be afforded the right to return to a vacant position for  
46 which they are qualified within their former classification and section for one (1) year from  
47 the time of their reassignment.

48  
49 Section 11. Recall.

1 Employees who are on an Agency layoff list shall be recalled by geographic area in  
2 seniority order beginning with the employee with the highest seniority who meets all of the  
3 minimum qualifications for the position's classification and who is capable of performing the  
4 specific requirements of the position as stated on the position description within two (2)  
5 weeks. An employee who is seeking recall has no right to a trial service period of any  
6 duration in the position into which the employee is attempting to return. Further, the two  
7 (2)-week time period is for the purposes of orienting an employee to the position, not  
8 training the employee to do the work. Therefore, it is necessary that the employee can  
9 perform all of the core duties and responsibilities of the position as determined by the  
10 Agency prior to being recalled to the position. The employee will receive performance  
11 coaching during this time period as assistance for successfully performing the duties of the  
12 position.

13 If an employee on a layoff list is offered a position, he/she may refuse the position,  
14 but his/her name will be removed from the layoff list in that geographic area.

15 An employee appointed to a position from a layoff list shall be removed from all other  
16 layoff lists.

17 If a temporary appointment is necessary in any geographic area and is expected to  
18 last longer than forty-five (45) days and there is a layoff list for that classification in the  
19 geographic area, employees on the layoff list shall first be offered the temporary  
20 appointment prior to hiring any other temporary. Not accepting a temporary job does not  
21 constitute a right of refusal under this Section. This shall only apply to employees  
22 separated from State service. Such employees shall be appointed as a temporary  
23 employee, remain on the layoff list, and will not be eligible for any benefits covered under  
24 this Agreement.

## 25 26 Section 12. Secondary Recall Rights.

27 a. Application. These rights apply to all employees in bargaining units  
28 represented by AFSCME at Central Table negotiations as well as the Department of  
29 Corrections and Board of Parole except employees who are laid off during initial trial  
30 service.

### 31 b. Definitions.

32 1. Geographic Areas, for the purpose of secondary recall, are each  
33 location for which an employee may indicate his/her willingness to relocate on the State's  
34 PD100.

35 2. Agency Layoff Lists are intra-agency layoff lists, as defined in each  
36 AFSCME Central Table Agency and/or Department of Corrections and Board of Parole  
37 bargaining unit Contract.

38 3. Secondary Recall List is an inter-agency layoff list, which consists of  
39 regular status employees who have been separated by layoff from Union-represented  
40 positions in AFSCME Central Table Agencies and/or Department of Corrections and Board  
41 of Parole and who have elected to be placed on such list, consistent with the definitions of  
42 geographic areas defined above.

43 c. Coordination with Filling of Vacancy and Layoff Articles. The recall options  
44 provided herein shall be consistent with the priority of recall to positions from layoff within  
45 an Agency, as specified within each Agency's contract, except that recall from Agency  
46 Layoff Lists shall take precedence over recall from the Secondary Recall List.

### 47 d. Procedures.

48 1. Placement on the Secondary Recall List.

1                   A. Regular status employees who are separated from the service of  
2 the State in good standing (meaning no record of economic disciplinary sanctions in his/her  
3 personnel file) by layoff or transferred outside State government due to intergovernmental  
4 transfer shall, in addition to their right to be placed on the Agency Layoff List, be given the  
5 option of electing placement on the Secondary Recall List by geographic area for other  
6 AFSCME-represented bargaining units which utilize the same or successor classification  
7 from which they were laid off. The term of eligibility of candidates placed on the list shall be  
8 two (2) years from the date of layoff. When an employee is prohibited from participating in  
9 the secondary recall process due to the presence of an economic disciplinary sanction in  
10 his/her personnel file, that employee may request and shall be placed on the Secondary  
11 Recall List for the remainder of the two (2) years eligibility following layoff once the  
12 discipline has remained in the file for the length of time required by the agency's contract.

13                   B. Employees who elect to be placed on the Secondary Recall List  
14 shall specify in writing the AFSCME Central Table and/or Department of Corrections and  
15 Board of Parole bargaining units and geographic areas to which they are willing to be  
16 recalled.

17                   2. Use of the Secondary Recall List.

18                   A. After the exhaustion of the Agency Layoff List for a specific  
19 classification within a geographic area, the Secondary Layoff List shall be used to fill all  
20 positions within a specific classification and geographic area consistent with Section (c)  
21 above, until such secondary list is exhausted

22                   B. To be eligible for appointment from the Secondary Recall List, a  
23 laid-off employee on such list must meet the minimum qualifications for the classification  
24 and any special qualifications for the position.

25                   C. Agencies shall utilize the Secondary Recall List to fill positions by  
26 calling for certifications from the list of the five (5) most senior employees who meet the  
27 minimum qualifications for the classification and any special qualifications for the position to  
28 be filled by selecting one (1) of the five (5) so certified. Seniority for this purpose shall be  
29 computed as described per the layoff article of each Agency's contract.

30                   D. Where fewer than five (5) eligible employees remain on the  
31 Secondary Recall List, the Agency shall select one (1) of these employees who meets the  
32 minimum qualifications for the class and any special qualifications for the position.

33                   3. Appointments/Refusals of Appointments from Secondary Recall List.

34                   A. A laid off employee on the Secondary Recall List who is offered  
35 an appointment from the list and refuses to accept the appointment shall have his/her name  
36 removed from the Secondary Recall List, however, an Agency will not remove an  
37 employee's name from the Secondary Recall List where that individual had been a day shift  
38 employee and subsequently refuses the offer of a position with swing shift or night shift  
39 hours.

40                   B. Employees appointed to positions from the Secondary Recall List  
41 shall have their names removed from their Agency Layoff List(s) and the Secondary Recall  
42 List.

43                   C. Employees appointed to positions from the Secondary Recall  
44 list shall serve a trial service period not to exceed three (3) full months except that  
45 employees hired into the Offender Information and Sentence Unit as Prison Team Analyst  
46 (PTA) shall serve a trial service period consistent with the DOC agreement. Administration  
47 of the trial service period shall be consistent with the DOC agreement. Administration of  
48 the trial service period shall be consistent with the hiring Agency's contract. However,  
49 employees who fail to successfully complete this trial service period shall have their names

1 restored to the Agency Layoff List(s) on which they previously had standing. Restoration to  
2 the Agency Layoff List(s) shall be for the remaining period of eligibility that existed at the  
3 time of appointment from the Secondary Recall List. An employee may also petition the  
4 DAS-Labor Relations Unit to also be restored to the Secondary Recall List for the  
5 remainder of the initial twenty-four (24)-month recall period where the trial service removal  
6 was not related to potential misconduct warranting an economic or dismissal sanction. In  
7 no instance shall the DAS-Labor Relations Unit's decision be grievable.

8 D. Employees appointed to positions from the Secondary Recall List  
9 shall not be entitled to moving expenses.

10  
11 Section 13. Temporary Interruption of Employment.

12 Any temporary interruption of employment because of lack of work or unexpected or  
13 unusual reasons, except Article 27 (Inclement Conditions), beyond the Employer's control  
14 which does not exceed fifteen (15) consecutive days and is not due to lack of funds, shall  
15 not be considered a layoff if, at the termination of such conditions, employee(s) are to be  
16 returned to employment. Such interruptions of employment for FLSA non-Exempt  
17 employees shall be recorded and reported as leave without pay, unless the employee opts  
18 to use accrued vacation leave, personal leave or compensatory time off during the period of  
19 the temporary interruption of work. For FLSA Exempt employees, the employee may  
20 exercise the option to use accrued vacation leave, personal leave or compensatory time off  
21 for temporary interruptions of employment that last one or more full workweeks, but for  
22 partial workweeks the employee is paid. Employees remaining on duty during the  
23 temporary interruption will be selected by seniority within classification.

24 When the Employer declares that a temporary interruption of employment should be  
25 considered because of lack of funds, either party may provide the other with written notice  
26 to meet and discuss possible terms of such interruption or alternative options. Such  
27 meeting must occur within thirty (30) days of the declaration. Terms and alternatives shall  
28 be subject to mutual agreement by the Union and the Employer. The parties agree that any  
29 and all discussions that take place under this Section shall not be subject to the complete  
30 agreement articles of any of the agreements or constitute interim negotiations under  
31 PECBA. In addition, the parties will not be required to use the dispute resolution process  
32 contained in the PECBA.

33  
34 **ARTICLE 21 - PAYDAY AND PAY ADVANCES**

35  
36 Section 1.

37 All employees shall normally be paid no later than the first of the month. When a  
38 payday occurs on Monday through Friday, payroll checks shall be released to employees  
39 on that day. When a payday falls on a Saturday, Sunday or holiday, employee paychecks  
40 shall be made available after 8:00 a.m. on the last working day of the month. When an  
41 employee is not scheduled to work on the payday, the paycheck may be released prior to  
42 payday if the paycheck is available and the employee has completed the "Request for  
43 Release of Payroll Check" Form AD20. However, the employee may not cash or deposit  
44 the check prior to the normal release day. Any violation of this provision shall be cause for  
45 disciplinary action. The release day for December paychecks dated January 1 shall be the  
46 first working day in January to avoid the risk of December's paychecks being included in  
47 the prior year's earnings for tax.

48  
49 Section 2.

1 Employees will be allowed one (1) pay advance during their first thirty (30) days of  
2 employment.

3  
4 Section 3.

5 The parties agree that pay advances will be kept to an absolute minimum, generally  
6 no more than one (1) pay advance in any twelve (12)-month period, and are for  
7 emergencies. Within that context, employees may obtain an advance on their salary,  
8 subject to approval of the Appointing Authority, following receipt of the employee's written  
9 request describing the emergency. An emergency is defined as an unusual, unforeseen  
10 event or condition that requires immediate financial attention by an employee. The amount  
11 of the request shall not exceed sixty percent (60%) of gross pay earned to date in the  
12 month, but shall be at least one hundred dollars (\$100.00). Employees may submit  
13 requests up to the final monthly payroll cutoff date. Pay advance requests will normally be  
14 submitted to the payroll office by the fifteenth of the month.

15  
16 ARTICLE 22 - HEALTH AND SAFETY

17  
18 Section 1.

19 The Employer agrees to abide by standards of safety and health and develop and  
20 implement policies in accordance with the Oregon Safe Employment Act (ORS 654.001  
21 through 654.295, and 654.991) and Oregon Administrative Rules and to implement safe  
22 work practices to prevent occupational illnesses and injuries. The Employer supports, will  
23 follow, and expects employees to follow the DEQ Health and Safety Program and DEQ  
24 Health and Safety policies.. The Health and Safety Manager will review Health and Safety  
25 policies annually with the Central Safety Committee. If an employee believes s/he is in an  
26 unsafe situation, s/he is expected to invoke Section 3 and/or 4 of this Article.

27  
28 Section 2.

29 Proper safety devices and clothing shall be provided by the Agency for all employees  
30 engaged in work where such devices are necessary to meet the requirements of the  
31 Department of Consumer and Business Services or if deemed necessary by the Agency.  
32 The Agency will consider safety committee recommendations when determining what  
33 safety equipment and clothing is required by employees. Such equipment, where provided,  
34 must be used. Where the Agency has provided protective devices or clothing in the past  
35 and it is deemed necessary under this Article, the practice will continue. Protective clothing  
36 and safety devices shall remain the property of the Agency and shall be returned to the  
37 Agency upon termination of employment. Agency will develop policy concerning security of  
38 individual safety equipment. That policy will also refer employees to the Safety Officer to  
39 get needed/replacement materials.

40  
41 Section 3.

42 a. The Agency will make information available to employees regarding the  
43 employee's right to refuse work that is unsafe or might endanger his/her health.

44 If an employee claims that assigned equipment or job assignment is unsafe or  
45 might endanger his/her health, and for that reason refuses to use the equipment or perform  
46 the assigned job, the employee shall immediately give his/her reasons for the refusal to  
47 his/her supervisor verbally, and in writing as soon as is practical. If there is a  
48 disagreement, the supervisor will request an immediate determination by the Agency  
49 Safety Officer or his/her designee or, if not available, a Safety Compliance Officer from the

1 Department of Consumer and Business Services as to the safety of the equipment or job  
2 assignment in question. A Union Representative or Shop Steward may accompany  
3 designated safety representative and employee during this determination.

4 If the supervisor is not available, the statement of refusal shall be immediately  
5 directed to the next level of supervision for determination.

6 The supervisor shall endeavor to provide a written response including results  
7 of the review and determination, within thirty (30), but no later than sixty (60) days after the  
8 employee's notification of unsafe conditions and refusal to work. An extension may be  
9 granted upon agreement of the parties.

10 b. Pending determination provided for in this Section, the employee shall be  
11 given suitable work elsewhere.

12 c. Time lost by the employee as a result of any refusal to perform work on the  
13 grounds that it is unsafe or might unduly endanger his/her health shall not be paid by the  
14 Agency unless the employee's claim is upheld.

15 Section 4.

16 Any pregnant or nursing employee assigned to work in an environment that may be  
17 harmful to the pregnancy, fetus, or nursing child may request reassignment to alternative  
18 work, at equal pay. The employer may request a physician, physician assistant or nurse  
19 practitioner statement regarding the proven or potential harm.

20  
21 Section 5.

22 Information requested by a member of the Central Safety Committee regarding  
23 working conditions concerning health and safety will be provided in writing to the Central  
24 Safety Committee by the Agency's Health and Safety Officer within fifteen (15) days of the  
25 request. If the Agency is not able to respond to the request for information, the Agency will  
26 provide a written explanation.

27  
28 Section 6.

29 The Agency shall provide space to permit ill or injured employees to lie down during  
30 working hours.

31  
32 Section 7.

33 The Agency shall provide and maintain first aid kits in all work locations for use by  
34 employees in emergencies.

35  
36 Section 8.

37 Safety committees are recognized as non-adversarial, cooperative workgroups for  
38 management and workers to promote safety and health in the workplace.

39 a. A central safety committee shall be administered by the Agency. In the area  
40 of safety, the committee's function will be as set forth by OAR 437-01-765. The Union and  
41 Management shall each appoint five (5) members who will serve by consent. In addition to  
42 the duties and responsibilities set forth in OAR 437-01-765, the Central Safety Committee  
43 will also:

- 44 1. By mutual agreement, determine appropriate annual training to be  
45 provided to members of the safety committees and Premises Safety  
46 Representatives, including training provided by the Department of Consumer  
47 and Business Services, OR-OSHA Division.

1           2.     Be given the opportunity for input into the selection of long-term retainer  
2           contracts for health and safety consultants, prior to the Agency employing the  
3           consultants.

4           b.     The DEQ Laboratory and the Vehicle Inspection Program shall each have  
5           safety committees of at least four (4) members comprised of equal numbers of  
6           management and represented staff from the respective programs. The number of  
7           employees on each of these committees will be determined by the Agency. The function of  
8           these safety committees is to discuss the specific and unique health and safety issues  
9           experienced in these areas, make recommendations for improvements, and assist in  
10          implementing approved changes. Two represented employees from the Central Safety  
11          Committee shall each serve on one of these two committees.

12          c.     Safety committee members are expected to come to safety committee  
13          meetings prepared to discuss agenda items and shall be allowed up to four (4) hours of  
14          paid time per month to prepare, during their regular work hours at a time approved by their  
15          supervisor.

16  
17          Section 9.

18          Management will select from volunteers or appoint Premises Safety Representatives  
19          (PSRs). PSRs will perform the duties identified in the Health and Safety Standard for  
20          Premises Safety Representatives. Upon request by the PSRs their manager will attach a  
21          copy of the PSR roles and responsibilities to their work agreement.

22  
23          Section 10.

24          Where medical records are necessary for the monitoring of employees exposed to  
25          hazardous materials, such records will be maintained by a medical facility in accordance  
26          with OAR 437-01-700 to 742 and the security and privacy provisions of the Health  
27          Insurance Portability and Accountability Act (HIPAA). Records may be reviewed by the  
28          employee subject to standard operating procedures of the medical facility. The medical  
29          facility shall recommend work restrictions needed by individual employees to protect their  
30          health. These recommendations will be provided to both management and the employee  
31          subject to the requirements of HIPAA.

32          Medical records provided to the Agency by the employee or by the employee's  
33          medical provider with the employee's authorization, shall be kept in a confidential file,  
34          separate from the employee's official personnel file. The contents of this file may be  
35          shared subject to the requirements of HIPAA with appropriate management staff on a strict  
36          need-to-know basis.

37  
38          Section 11.

39          The Agency will provide to employees in operations where safety glasses are  
40          required, prescription safety glasses, and replacement prescription safety glasses as  
41          needed, not to exceed one hundred and seventy-five dollars (\$175.00) annually. Choice of  
42          frames will be made by the employee. [Note: It is not the Agency's practice or intent to pay  
43          for eye examinations.]

44  
45          Section 12.

46          In the Vehicle Inspection Program, the Agency will provide gloves for worker  
47          convenience. Additionally the Agency will reimburse the employee up to twenty dollars  
48          (\$20.00) for purchase of gloves one (1) time during the contract period.

1 The Agency will reimburse Vehicle Emission Technician 1 and 2 employees for slip  
2 and chemical-resistant footwear approved by the Health and Safety Program, not to exceed  
3 one hundred dollars (\$100.00) annually. Other VIP employees whose duties require the  
4 employee to work "in the lanes" at least twenty percent (20%) of the work year also will be  
5 eligible for the slip and chemical resistant footwear reimbursement, provided the duties and  
6 percentage of time required to perform the duties is documented in the employee's position  
7 description.

8  
9 Section 13.

10 A joint management/represented employee committee will provide guidelines and  
11 suggested policies for implementation of an employee wellness program. The committee  
12 will select a chairperson from among the members and will be provided a budget of fifteen  
13 thousand dollars (\$15,000) per biennium to implement a statewide program designed to  
14 enhance employee health. The Human Resources Manager will provide oversight to the  
15 committee and approve recommended expenditures of budgeted funds. An annual report of  
16 the agencies wellness expenditures shall be provided to the Labor Management  
17 Committee.

18  
19 **ARTICLE 23 – EDUCATION, TRAINING, AND CAREER DEVELOPMENT**

20  
21 Section 1.

22 The Agency recognizes that employee participation in training, education and career  
23 development is beneficial to both the Agency and employees. The Agency will, as far as it  
24 is reasonably practicable to do so, provide training, education and career development  
25 opportunities for all employees. Such opportunities include, but are not limited to,  
26 job-related and career development training, participation in conferences and workshops,  
27 job rotations, mentorships and special assignments. The Agency will obtain and  
28 disseminate current information about available training and opportunities on a timely basis.  
29 To ensure that all employees are aware of the career development program, the Agency  
30 shall post information regarding the career development program on the Intranet, post  
31 notices via E-Mail at least annually and include information in New Employee Packets and  
32 New Employee Orientation. Employees share responsibility for identifying, researching,  
33 applying for training, education and career development opportunities, and are encouraged  
34 to discuss their career goals with their supervisors.

35  
36 Section 2.

37 Training for employees may be conducted both during and outside of an employee's  
38 work schedule. When an employee's attendance is required by the Agency, he/she shall  
39 be notified in writing, and he/she shall be paid for the time as time worked. When a regular  
40 status employee requests training, the request shall be made in writing in accordance with  
41 the procedure in the Agency training policy and management will respond in accordance  
42 with Agency training policy.

43 Vehicle Inspection Program employees may be granted paid time at their regular  
44 rate of pay to participate in DEQ or other state agency mentorship opportunities on their  
45 regularly scheduled days off (excluding holidays) during the normal business week.  
46 Requirements regarding participation are:

- 47 a. The employee must complete a DEQ mentorship interest form.
- 48 b. The employee's supervisor's approval.
- 49 c. The receiving mentor's supervisor approval.

1 d. For purposes of calculating overtime pursuant to Article 35, hours worked on  
2 scheduled days off for mentorship purposes will not count as time worked provided  
3 doing so complies with wage and hour requirements. Should the Bureau of Labor  
4 and Industries, or other authority, such as a court or arbitrator, determine the  
5 mentorship hours are subject to overtime requirements, management and the union  
6 shall meet to attempt to arrange a mutually agreeable alternative to provide for paid  
7 mentorship opportunities for employees.  
8

9 Section 3.

10 The Agency may offer in-house training for employees to improve their knowledge,  
11 skills and abilities to perform their job. Attendance at such training may be mandatory  
12 without loss of pay to the employee. The Agency shall determine the method of travel and  
13 shall reimburse or pay for those travel expenses.  
14

15 Section 4.

16 Criteria used to approve or deny training, education, or career development shall be  
17 based on the current Agency training, education or career development program policy and  
18 procedure. Policies and procedures shall be reviewed and updated, if necessary, no less  
19 than every three (3) years and shall be readily available to all employees. If a regular  
20 status employee desires reimbursement for course registration for training outside of the  
21 Agency, the employee must receive written approval from the Agency.  
22

23 ARTICLE 24 - WORKWEEK, WORKDAY AND WORK SCHEDULE  
24

25 Section 1. Definitions.

26 The regular workweek is defined as seven (7) consecutive calendar days beginning  
27 on 12:01 a.m. on Monday and ending on the following Sunday at 12:00 midnight. A  
28 workday is the twenty-four (24)-hour period beginning at 12:01 a.m. each day and ending at  
29 12:00 midnight.

30 Alternate workweek schedules are defined as seven (7) consecutive calendar days  
31 beginning at 12:01 p.m. on Monday and ending on the following Monday at 12:00 noon, or  
32 beginning on 12:01 p.m. on Friday and ending on the following Friday at 12:00 noon; or a  
33 work schedule which may vary the number of hours worked on a daily basis, but not  
34 necessarily each day, and is four (4) or five (5) consecutive days beginning on 12:01 a.m.  
35 Monday and ending on the following Sunday at 12:00 midnight.

36 Section 2.

37 A regular work schedule is five (5) consecutive eight (8)-hour days. Alternative work  
38 schedules are anything other than five (5) consecutive eight (8)-hour days.  
39

40 Section 3.

41 a. Employees on a Regular Work Schedule. A rest period of fifteen (15) minutes  
42 shall be allowed during each consecutive work period of four (4) hours or more. Such rest  
43 periods shall be in accordance with operating requirements. Each employee working an  
44 eight (8)-hour day shall be allowed two (2) rest periods.

45 b. Employees on an Alternative Work Schedule. A rest period of fifteen (15)  
46 minutes shall be allowed during each consecutive work period of four (4) hours or more.  
47 Such rest periods shall be in accordance with operating requirements.

1 c. Employees expected to work two (2) or more overtime hours past their regular  
2 shift shall be entitled to a fifteen (15)-minute rest period at the end of their regular shift and  
3 shall be entitled to rest periods as scheduled by the subsequent shift.  
4

5 Section 4.

6 All employees working at least an eight (8) hour workday shall be granted a nonduty  
7 meal period of not less than thirty (30) minutes and not more than two (2) hours. Such  
8 meal period shall be scheduled as close as possible to the middle of the workday.  
9 Employees working less than an eight (8)-hour workday may be granted a meal period as  
10 determined by the Agency, except that a meal period is not required for work periods of  
11 less than six (6) hours .  
12

13 Section 5.

14 Employees assigned by their supervisor to take a meal period at their desk or office  
15 will have their meal periods considered on-duty time.  
16

17 Section 6.

18 An employee desiring a change in work schedule may request such change to  
19 his/her supervisor. If the supervisor approves the change in the employee's work schedule,  
20 the employee waives all rights to reporting pay, overtime compensation, and shift  
21 differential associated with the request.  
22

23 ARTICLE 24A - FLEXTIME  
24

25 Section 1. Definitions.

26 Regular schedule is five (5) consecutive eight (8)-hour days recurring each week.  
27 Alternative schedule shall be any other full-time work schedule.  
28

29 Section 2.

30 Work schedules shall be designated as either "regular" or "alternative." The starting  
31 and ending times during the week may vary to accommodate Agency needs and specific  
32 individual needs (generally referred to as flex time). These needs include job assignments,  
33 department operational needs, transportation, child care and education related to career  
34 advancement. The starting and ending time shall be approved by the supervisor and shall  
35 not be prior to 7:00 a.m. and the ending time shall not be after 6:00 p.m. Any exception  
36 must be requested in writing and mutually agreed to by the employee and supervisor.  
37 Alternative scheduling agreed to will not impact or impair the Agency's ability to schedule or  
38 grant overtime, call-back, or other similar work assignment or scheduling.  
39

40 Section 3.

41 All alternative work schedules must be responsive to the operational needs of the  
42 work unit. This shall include responsiveness to others both within and outside the Agency  
43 from 8:00 a.m. to 5:00 p.m., Monday through Friday. Such scheduling may vary to meet  
44 the operational needs for Vehicle Inspection Stations, the Regions, and Laboratory.  
45

46 Section 4.

47 Employees on all work schedules are expected to take a one (1)-hour lunch break.  
48 Any employee who desires a shorter, or longer, lunch break shall indicate such on a work  
49 schedule form. In no event shall the meal period be less than thirty (30) minutes, or longer

1 than two (2) hours. Statute requires that employees with work periods seven (7) hours or  
2 less shall begin their lunch break between the second (2<sup>nd</sup>) and fifth (5<sup>th</sup>) hours, and those  
3 with work periods more than seven (7) hours begin their lunch break between the third (3<sup>rd</sup>)  
4 and sixth (6<sup>th</sup>) hours, after starting work, but in no event would this provision be superseded  
5 by a flex schedule. Current practice regarding accommodation for rest breaks shall  
6 continue.

7  
8 Section 5.

9 Proposals for alternative work schedules may be initiated by a permanent or Limited  
10 Duration full-time status employee and must be approved by the Division Administrator.  
11 Prior to approval by the Division Administrator, work unit members will work together to  
12 prepare an alternative work schedule proposal and submit it to their immediate supervisor  
13 for review and concurrence. The manager of the unit will determine each employee's  
14 schedule within the unit to insure that the work unit operational needs are met. He/she will  
15 forward the agreed upon alternative schedule to the Division Administrator with a  
16 recommendation for approval. Trial service employees may request an alternative work  
17 schedule where it can be demonstrated that the alternative schedule requested can be  
18 accommodated and appropriate supervision for a trial service employee is available.

19  
20 Section 6.

21 Where more than one (1) employee requests the same schedule and such schedule  
22 cannot be accommodated, preference will be granted on the basis of seniority within DEQ.  
23 Once a schedule has been granted, an employee may not be displaced by a more senior  
24 employee. Where seniority is the basis for a preferred alternative schedule, it may be used  
25 only once for the life of this agreement. New employees to the unit will be allowed to  
26 participate as can be reasonably accommodated within prior approved employees'  
27 schedules. Agency employees who transfer to a different unit cannot transfer their  
28 previously approved alternative schedule also. They may be accommodated upon request  
29 where such request meets the operational needs of the work unit.

30  
31 Section 7.

32 Alternative work schedules will initially be approved for a period not to exceed  
33 one (1) year for regular status employees. A review of alternative schedules shall occur at  
34 least annually or as needed. At the time of review, individuals will not automatically have  
35 preferred allocation of the prior schedule as stipulated under Section 6 above.

36  
37 Section 8.

38 An alternative schedule shall not allow an employee to work more than ten (10)  
39 regularly scheduled hours each day. Overtime for employees working an alternative  
40 schedule would start after forty (40) hours during a one (1)-week scheduled work period. In  
41 any event, overtime must have prior approval or scheduled consistent with the intent of  
42 Article 35 (Overtime) in the Collective Bargaining Agreement.

43  
44 Section 9.

45 During a work period when a compensable holiday occurs the employee will be  
46 granted appropriate holiday hours for the holidays recognized in Article 28 at the straight-  
47 time rate. When the compensable holiday, or portion thereof, falls on the employee's  
48 scheduled flex day off, the employee and supervisor will mutually agree on an alternative  
49 and commensurate time off within the workweek period. If the employee cannot schedule

1 an alternate day off during the workweek in which the holiday occurs the holiday will be  
2 accrued as compensatory time at the straight-time rate. If at any time the operational  
3 needs of the work unit cannot be met, alternative schedules previously granted may be  
4 rescinded. Where such circumstances arise, the Agency shall notify the Union.

5  
6 Section 10.

7 The rejection of an alternative work schedule request is not arbitrable or grievable,  
8 however, an appeal procedure shall include the following:

9 a. Where an employee's request for an alternative schedule is denied, such  
10 denial will be in writing. In those instances, the supervisor will provide an  
11 explanation for the rejection. The affected employee may file an appeal in writing to  
12 the supervisor that denied his/her request within five (5) working days of the denial.

13 b. Within five (5) working days of receipt of the written appeal, a hearing panel  
14 must be convened to hear the appeal. The hearing panel will be comprised of  
15 two (2) Union members and two (2) management staff. The decision of the panel is  
16 final and binding unless a deadlock occurs.

17 c. Where a deadlock does occur, the Director of the Department will make the  
18 final decision within five (5) working days of receipt of the deadlock. This decision is  
19 final and binding.

20  
21 Section 11.

22 Nothing in this Article shall preclude the parties from conferring or agreeing on  
23 alternative work schedule Pilot Programs designed to meet desirable, or necessary,  
24 Agency objectives such as, but not limited to, reducing automobile commuter travel miles,  
25 meeting increased work demands within limited workspace, etc.

26  
27  
28 **ARTICLE 25 - REPORTING TIME**

29  
30 Section 1.

31 Reporting time is the time designated or recognized as the start of the daily work  
32 shift or schedule.

33  
34 Section 2.

35 An employee's reporting time may be changed without penalty if the employee is  
36 notified a minimum of twenty-four (24) hours before the next regularly scheduled reporting  
37 time. If the employee's reporting time is changed without the required notice, the employee  
38 shall be entitled to penalty payment at time and one-half (1-1/2) for the first two (2) hours  
39 worked.

40  
41 Section 3.

42 An employee who is scheduled for and reports work and is immediately released  
43 from work, except for situations addressed in Article 27 – Inclement Conditions, shall be  
44 paid for four (4) hours, unless the scheduled shift is less than four (4) hours in duration,  
45 then the employee shall be paid for the hours scheduled. When an employee actually  
46 begins his/her scheduled shift, the employee shall be paid for the remainder of his/her  
47 scheduled shift.

48  
49 Section 4.

1           When a change in reporting time is requested by an employee and approved by the  
2 Agency, all forms of overtime compensation and reporting time pay associated with the  
3 changed schedule shall be waived.

## 4 5                           ARTICLE 26 - SCHEDULING COMPENSATORY TIME OFF

### 6 7           Section 1.

8           Subject to the operating requirements of the Agency, an employee shall have his/her  
9 choice of scheduling compensatory time off on a first-come, first-served basis. If two (2) or  
10 more employees request the same period of time off on the same day, and this conflicts  
11 with operating requirements, the employee having the greatest seniority with the Agency  
12 shall be granted the time off, if the matter cannot be resolved by agreement between the  
13 employees concerned. Compensatory time may be taken in time increments of less than  
14 eight (8) hours.

### 15 16           Section 2.

17           Compensatory time off shall be scheduled in accordance with standard procedures  
18 used for vacation leave and are subject to the provisions under the vacation leave Article.

### 19 20           Section 3.

21           An employee may accrue up to eighty (80) hours of compensatory time off. The  
22 Agency may allow accrual of additional hours of compensatory time off above eighty (80)  
23 hours if specifically requested by the employee. Any hours in excess of eighty (80) hours  
24 shall be paid to the employee by the Agency, or scheduled off with the mutual agreement of  
25 the supervisor and the employee, within thirty (30) days of the excess accrual.

### 26 27           Section 4.

28           When an employee terminates employment with the Agency, the Agency shall pay  
29 all unused compensatory time hours to the employee in the last paycheck.

## 30 31                           ARTICLE 27 - INCLEMENT CONDITIONS

### 32 33           Section 1.

34           In the event of inclement or hazardous conditions which, in the judgment of the  
35 Agency, require the closing of Agency offices or facilities prior to the beginning of the  
36 ~~normal work shift, the Agency will take reasonable action through public and private~~  
37 communication means to notify employees of such closure. The employees may request  
38 and the Agency may grant the use of vacation leave, compensatory time or leave without  
39 pay to cover time loss under these situations. However, such reduction in salary will not be  
40 made for an FLSA-exempt employee except for full workweek increments where the  
41 Agency has determined there is not work available and absence of one (1) or more full  
42 workweeks occurs.

### 43 44           Section 2.

45           In inclement weather conditions employees reporting late will be paid for the whole  
46 day in accordance to current practice.

### 47 48           Section 3.

1 When, in the judgment of the Agency, inclement or hazardous conditions requires  
2 the closing of Agency offices or facilities after the beginning of the normal work shift,  
3 employees who reported to work prior to the decision to close the office or facility shall be  
4 paid for the remainder of the shift.

5  
6 Section 4.

7 When Agency offices or facilities are open and weather conditions, in the judgment  
8 of the employee, change to inclement or hazardous, the employee may request leave to go  
9 home prior to the end of shift. Such leave is subject to supervisory approval and if granted  
10 the employee may request and the Employer may grant vacation leave, compensatory  
11 time, or leave without pay to cover such time loss.

12  
13 Section 5.

14 When inclement or dangerous conditions require closure of DEQ office(s), a good  
15 faith effort will be made to use the media to broadcast such decisions.

16  
17 ARTICLE 28 - HOLIDAYS

18  
19 Section 1.

20 The following compensable holidays shall be recognized:

- 21 a. New Year's Day on January 1;
- 22 b. Martin Luther King, Jr.'s Birthday on the third Monday in January;
- 23 c. President's Day on the third Monday in February;
- 24 d. Memorial Day on the last Monday in May;
- 25 e. Independence Day on July 4;
- 26 f. Labor Day on the first Monday in September;
- 27 g. Veterans Day on November 11;
- 28 h. Thanksgiving Day on the fourth Thursday in November;
- 29 i. Christmas Day on December 25;
- 30 j. Every day appointed by the Governor of the State of Oregon as a holiday or  
31 any special day proclaimed by the President of the United States as a holiday only if  
32 also appointed by the Governor of the State of Oregon as a holiday.

33 When a holiday specified in this Section falls on a Saturday, the preceding  
34 Friday shall be recognized as the holiday, except for Portland-Metro Area Clean Air Station  
35 employees in the classifications of Vehicle Emissions Technician I (VET I) and Vehicle  
36 Emissions Technician II (Vet II). For these employees, when a holiday specified in this  
37 Section falls on Saturday, the Saturday shall be the recognized holiday.

38 When a holiday specified in this Section falls on a Sunday, the following  
39 Monday shall be recognized as the holiday.

40 During the work period when a compensable holiday occurs, the procedures in Article 24A,  
41 Section 9 shall be followed.

42  
43 Section 2.

44 Holiday compensation is called holiday pay. Employees must be in paid status for  
45 thirty-two (32) hours or more during the month in order to be eligible for holiday  
46 compensation.

47 Full-time employees shall be compensated at the straight time rate for eight (8)  
48 hours for each recognized holiday listed in Section 1 and the additional paid leave  
49 described in Section 5. However, full-time employees on authorized leave without pay

1 status (excluding employees on LWOP because of FMLA/OFLA) for all scheduled hours  
2 the day before and the day after the recognized holiday shall receive a prorated share of  
3 the eight (8) hours holiday pay and the additional paid leave described in Section 5 based  
4 on the percentage or fraction of month they are in a paid status.

5 All part-time employees shall receive a prorated share of the eight (8) hours holiday  
6 pay and the additional paid leave described in Section 5 based on the same percentage or  
7 fraction of month as they are normally scheduled to work. However, part-time employees  
8 on authorized leave without pay status (excluding employees on LWOP because of  
9 FMLA/OFLA) for all scheduled hours the day before and the day after the recognized  
10 holiday shall receive a prorated share of their holiday pay and the additional paid leave  
11 described in Section 5 based on the percentage or fraction of month they are in a paid  
12 status, not to exceed the percentage or fraction of the month the employee is scheduled to  
13 work.

14 Employees on unauthorized leave without pay (unexcused absences) for all  
15 scheduled hours the day before or the day after the recognized holiday, shall not be eligible  
16 for holiday compensation. Recognized holidays which occur during vacation or sick leave  
17 will be charged as a holiday rather than vacation or sick leave.

18  
19 Section 3.

20 Employees who are required to work on recognized holidays shall be entitled to the  
21 holiday pay as provided for by Section 2 of this Article plus compensatory time off or cash  
22 for all such time worked at the rate of time and one-half (1-1/2). The rate at which an  
23 employee shall be compensated for working on a holiday shall not exceed the rate of time  
24 and one-half (1-1/2) in addition to holiday pay.

25  
26 Section 4.

27 An employee will receive compensatory time off for holiday time worked unless the  
28 employee requests, in writing, cash. The compensatory time accrual limits established in  
29 Article 26 (Scheduling of Compensatory Time Off) shall apply.

30  
31 Section 5.

32 In addition to the holidays specified in this Article, all full-time employees shall  
33 receive eight (8) hours of paid leave. Part-time employees will receive prorated paid leave.  
34 Paid leave granted in this section shall be accrued by all employees employed as of the  
35 day before Thanksgiving or Christmas of each year.

36 Except for Clean Air Station employees in the classifications of VET I and VET II, all other  
37 employees may request the option of using the eight (8) hours of paid leave on the workday  
38 before or after Christmas, or the workday before or after New Year's Day. Employees  
39 who are employed as of the day before Thanksgiving may request the option of using this  
40 paid leave on the workday before or after Thanksgiving. If the employee chooses not to  
41 take one of the aforementioned days, another day may be mutually agreed upon, provided  
42 such time is taken off on or before January 5<sup>th</sup> of the following year.

43 For employees in the classifications of VET I and VET II, the eight (8) hours of paid  
44 leave shall be used as specified below:

45  
46 For the Portland-Metro Area Clean Air Stations:

47  
48 2011

49 3.5 hours on Friday, December 23, 2011

1 4.5 hours on Saturday, December 24, 2011

2  
3 2012

4 2.5 hours on Friday, December 21, 2012

5 4.5 hours on Saturday, December 22, 2012

6 0.5 hours on Tuesday, December 25, 2012

7 0.5 hours on Tuesday, January 1, 2013

8  
9 For the Medford Area Clean Air Stations:

10 8.0 hours on Monday, December 26, 2011

11 8.0 hours on Monday, December 24, 2012

12  
13 Section 6.

14 During the workweek in which a compensable holiday occurs, in order to maintain a  
15 forty (40)-hour workweek, an employee on an alternate work schedule may elect to use  
16 accrued vacation, personal business or comp time leave to cover the work schedule hours  
17 during the designated holiday in excess of eight (8) hours. In lieu of using accrued leave,  
18 an employee may adjust their work hours during the workweek in which the holiday occurs  
19 to maintain a forty (40)-hour workweek.

20  
21 **ARTICLE 29 - VACATION LEAVE**

22  
23 Section 1. Vacation Leave for Full-time Employees.

24 After having served in the State service for six (6) full months, full-time classified  
25 employees shall be credited with forty-eight (48) hours of vacation leave and thereafter  
26 vacation leave shall be accumulated as follows:

27		
28	After six (6) months through	Twelve (12) workdays for each twelve (12) full
29	fifth (5th) year	months of service (eight (8) hours per month)
30		
31	After fifth (5th) year through	Fifteen (15) workdays for each twelve (12) full
32	tenth (10th) year	months of service (ten (10) hours per month)
33		
34	After tenth (10th) year through	Eighteen (18) workdays for each twelve (12)
35	full fifteenth (15th) year	months of service (twelve (12) hours per
36	month)	
37		
38	After fifteenth (15th) year through	Twenty-one (21) workdays for each twelve (12)
39	twentieth (20th) year	full months of service (fourteen (14) hours per
40		month)
41		
42	After twentieth (20th) year	Twenty-four (24) workdays for each twelve (12)
43	through twenty-fifth (25th)	full months of service (sixteen (16) hours per
44	year	month)
45		
46	After twenty-fifth (25th) year	Twenty-seven (27) workdays for each twelve
47		(12) twelve (12) full months of service
48		(eighteen (18) hours per month)
49		

1 A full-time employee working less than a full month shall accrue vacation leave on a  
2 pro rata basis, provided that the employee works thirty-two (32) hours or more in that  
3 month. If an employee has a break in service and that break does not exceed two (2)  
4 years, the employee shall be given credit for the time worked prior to the break in service.  
5 Vacation leave shall not accrue during a leave of absence without pay (LWOP), the  
6 duration of which exceeds fifteen (15) calendar days.

7  
8 Section 2. Vacation Leave for Part-time Employees.

9 A part-time employee shall accrue vacation leave and shall earn eligibility for  
10 additional vacation credits only in those months during which the employee has worked  
11 thirty-two (32) hours or more. Such leave shall be accrued on a pro rata basis as follows:

12		
13	First (1st) month through	Twelve (12) workdays for each twelve (12)
14	sixtieth (60th) month	full months of service (eight (8) hours per
15		month)
16		
17	Sixty-first (61st) month through	Fifteen (15) workdays for each twelve (12)
18	one hundred & twentieth	full months of service (ten (10) hours per
19	(120th) month	month)
20		
21	One hundred & twenty-first (121st)	Eighteen (18) workdays for each twelve
22	month through one hundred &	(12) full months of service (twelve (12)
23	eightieth (180th) month	hours per month)
24		
25	One hundred & eighty-first (181st)	Twenty-one (21) workdays for each twelve
26	month through two hundred & fortieth	(12) full months of service (fourteen (14)
27	(240th) month	hours per month)
28		
29	After two hundred & forty-first	Twenty-four (24) workdays for each twelve
30	(241st) month through three	twelve (12) full months of service (sixteen
31	hundredth (300th) month	(16) hours per month)
32		
33	After three hundredth (300th) month	Twenty-seven (27) workdays for each
34		twelve (12) full calendar months of
35		service (eighteen (18) hours per month)

---

36  
37 A part-time employee shall not be eligible to take initial vacation leave until the  
38 employee has worked thirty-two (32) hours or more in each of six (6) calendar months.  
39 Vacation leave shall not accrue during a leave of absence without pay, the duration of  
40 which exceeds fifteen (15) calendar days.

41  
42 Section 3. Vacation Leave for Seasonal Employees.

43 After having served a combination of seasonal periods totaling six (6) full months (a  
44 minimum of 1,040 hours), seasonal employees shall be credited with forty-eight (48) hours  
45 of vacation. In accumulating this initial six (6) months of service, time worked prior to a  
46 break in service may be credited if the break does not exceed two (2) seasons. An  
47 employee may not be credited with more than one (1) season during a calendar year.  
48 Thereafter, vacation leave shall be accumulated as follows:

1	After a total of six (6) months (a	Twelve (12) workdays for each twelve (12)
2	minimum of one thousand & forty	full months of service (eight (8) hours per
3	(1,040) hours) through fifth (5th)	(month)
4	annual season	
5		
6	After fifth (5th) annual season	Fifteen (15) workdays for each twelve (12)
7	through tenth (10th) annual season	full months of service (ten (10) hours per
8		month)
9		
10	After tenth (10th) annual season	Eighteen (18) workdays for each twelve (12)
11	through fifteenth (15th) annual	full months of service (twelve (12) hours per
12	season	month)
13		
14	After fifteenth (15th) annual season	Twenty-one (21) workdays for each twelve
15	through twentieth (20th) annual	(12) full months of service (fourteen (14)
16	season	hours per month)
17		
18	After twentieth (20th) annual season	Twenty-four (24) workdays for each twelve
19	through twenty-fifth (25th)	(12) full months of service (sixteen (16)
20	annual season	hours per month)
21		
22	After twenty-fifth (25 <sup>th</sup> ) annual	Twenty-seven (27) workdays for each
23	season	twelve (12) full months of service (eighteen
24		(18) hour per month)
25		

26           Vacation leave shall not accrue during a leave of absence without pay, the duration  
27 of which exceeds fifteen (15) calendar days.

28  
29 Section 4. Eligibility for Vacation Credits.

30           Time spent by an employee in actual State service or on Peace Corps, military, or  
31 job-incurred disability leave without pay shall be considered as time in the State service in  
32 determining length of service for vacation credits.

33  
34 Section 5. Restoration of Vacation Leave Credits.

35           All time in the exempt or unclassified service, shall be counted as long as there is  
36 not a break in service of more than two (2) years in determining the level of accrual.

37  
38 Section 6. Termination Vacation Pay.

39           An employee who is laid off or terminates after six (6) full months of Agency service  
40 shall be paid upon separation from Agency service for accrued vacation time except as  
41 provided as offset for damages or misappropriation of State property or equipment.  
42 Employees on military leave of absence may request payment for accrued vacation.

43  
44 Section 7. Scheduling of Vacations.

45           Vacations shall be scheduled at a time mutually acceptable to the Agency and the  
46 employee and consistent with the work requirements of the Agency.

47  
48 Section 8. Vacation Accrual.

1 An employee shall be allowed to accumulate a maximum of three hundred and  
2 twenty-five (325) hours of vacation leave; however, in the event of separation or layoff any  
3 unused vacation up to two-hundred and fifty (250) hours will be paid to the employee. An  
4 employee transferring in from another State agency may transfer up to eighty (80) hours of  
5 accrued vacation leave. Where vacation leave is requested and denied resulting in loss of  
6 leave, the employee shall be authorized to cash out forty (40) hours of vacation leave  
7 accrued.

8  
9 Section 9.

10 If the Agency cancels an Agency approved vacation in which unrecoverable deposits  
11 have been paid by an employee, the Agency shall reimburse the employee for the  
12 deposits. The Agency shall require written proof of unrecoverable deposits.

13  
14 Section 10.

15 Compensation for use of accrued vacation shall be at the employee's prevailing  
16 straight rate of pay.

17  
18 Section 11.

19 In the event of an employee's death, all monies due him/her for accrued vacation  
20 and salary shall be paid as provided by law.

21  
22 Section 12.

23 a. Notwithstanding the provisions of the Federal Family and Medical Leave Act  
24 (FMLA), the Employer shall not require an employee to substitute any paid leave earned  
25 under this Agreement for unpaid leave taken under the FMLA without the consent of the  
26 employee.

27 b. Part-time employees who would otherwise qualify for leave under the FMLA,  
28 but for the number of hours worked, may request leave without pay without first exhausting  
29 their accrued paid leave, subject to the same notice, documentation and other limitations  
30 and conditions applicable to full-time employees.

31  
32 **ARTICLE 30 - SICK LEAVE**

33  
34 Section 1. Accrual Rate of Sick Leave With Pay Credits.

35 Employees shall accrue eight (8) hours of sick leave with pay credits for each full  
36 month worked. Employees who work less than the full month but at least thirty-two (32)  
37 hours during the month shall accrue sick leave with pay on a pro rata basis for the month.

38  
39 Section 2. Eligibility for Sick Leave With Pay.

40 Employees shall be eligible for sick leave with pay immediately upon accrual.

41  
42 Section 3. Determination of Service for Sick Leave With Pay.

43 Actual time worked and all leave with pay shall be included in determining the pro  
44 rata accrual of sick leave credits each month, provided that the employee works thirty-two  
45 (32) hours or more in that month.

46  
47 Section 4. Utilization of Sick Leave With Pay.

48 Employees who have earned sick leave credits shall be eligible for sick leave for any  
49 period of absence from employment which is due to the employee's illness, bodily injury,

1 disability resulting from pregnancy, necessity for medical or dental care, exposure to  
2 contagious disease, attendance upon members of the employee's immediate family  
3 (employee's parents including biological, adoptive, foster, step parent, parent-in-law; wife,  
4 husband, children including biological, adopted, foster or stepchild; brother, sister,  
5 grandmother, grandfather, grandchildren, son-in-law, daughter-in-law, or another member  
6 of the immediate household or domestic partner) where employee's presence is required  
7 because of illness or death in the immediate family of the employee or the employee's  
8 spouse. The Agency has the duty to require that the employee make other arrangements,  
9 within a reasonable period of time, for the attendance upon children or other persons in the  
10 employee's care. Certification of an attending physician or practitioner may be required by  
11 the Agency to support the employee's claim for sick leave, if the employee is absent in  
12 excess of seven (7) consecutive working days, or if the Agency has evidence that the  
13 employee is abusing sick leave privileges. The Agency may also require such certificate  
14 from an employee to determine whether the employee should be allowed to return to work  
15 where the Agency has reason to believe that the employee's return to work would be a  
16 health hazard to either the employee or to others.

17  
18 Section 5. Sick Leave With Pay on Termination.

19 Compensation for accrued sick leave shall not be paid to an employee on  
20 termination for any reason.

21 Section 6. Restoration of Sick Leave Credits.

22 Employees who have been separated from the State service and return to a position  
23 within two (2) years shall have unused sick leave credits accrued during previous  
24 employment restored.

25  
26 Section 7. Sick Leave Without Pay.

27 After earned sick leave has been exhausted and the employee has the opportunity  
28 in writing to exercise the option of using accumulative time as outlined in Article 41, the  
29 Agency shall grant sick leave without pay for any job-incurred injury or illness for a period  
30 which shall terminate upon demand by the employee for reinstatement accompanied by a  
31 certificate issued by a duly licensed attending physician that the employee is physically  
32 and/or mentally able to perform the duties of that position. No compensatory time, vacation  
33 time or other accumulated time shall be deducted from the employee's time unless directed  
34 by the employee in writing. If such direction is not given by the employee, leave without  
35 pay shall be granted.

36 After earned sick leave has been exhausted, the Agency may grant sick leave  
37 without pay or the use of other accrued leave for any non-job-incurred injury or illness.

38 The Agency may require that the employee submit a certificate from the attending  
39 physician or practitioner in verification of disability. Any cost associated with the supplying  
40 of a certificate concerning a job-incurred injury or illness that is not covered by Workers'  
41 Compensation benefits shall be borne by the Agency. Any cost associated with the  
42 supplying of a certificate concerning a non-job-incurred injury or illness shall be borne by  
43 the employee. In the event of a failure or refusal to supply such a certificate, or if the  
44 certificate does not clearly show sufficient disability to preclude that employee from the  
45 performance of duties, such sick leave may be canceled and the employee's service  
46 terminated.

47  
48 Section 8.

1 An employee shall have all of his/her accrued sick leave credits transferred when the  
2 employee is transferred to the Agency from a different State agency. An employee shall  
3 have all of his/her accrued sick leave credits transferred when the employee is transferred  
4 to a different State agency if allowed by that agency's rules or Collective Bargaining  
5 Agreement.

6  
7 Section 9. FMLA.

8 a. Notwithstanding the provisions of the Federal Family and Medical Leave Act  
9 (FMLA), the Agency shall not require an employee to substitute any paid leave earned  
10 under this Agreement for unpaid leave taken under the FMLA without the consent of the  
11 employee.

12 b. Part-time employees who would otherwise qualify for leave under the FMLA,  
13 but for the number of hours worked, may request leave without pay without first exhausting  
14 their accrued paid leave, subject to the same notice, documentation and other limitations  
15 and conditions applicable to full-time employees.

16  
17 **ARTICLE 31 - OTHER LEAVES**

18  
19 Section 1. Leaves With Pay.

20 a. Personal Leave. After completion of trial service, regular, permanent,  
21 full-time employees shall be entitled to twenty-four (24) hours of personal leave with pay for  
22 each fiscal year. Part-time, job share, and seasonal employees shall be granted up to  
23 twenty-four (24) hours of personal leave on a pro rata basis if it is anticipated they will work  
24 1,040 hours for the fiscal year. Should a part-time, job share, or seasonal employee fail to  
25 work 1,040 hours for the first fiscal year, the value of personal leave time used may be  
26 recovered from the employee. Personal leave shall not be cumulative from year to year nor  
27 is any unused leave compensable in any other manner. Such leave may be taken at times  
28 mutually agreeable to the Agency and the employee.

29 b. Pre-Retirement Counseling Leave. If an employee is fifty-five (55) years of  
30 age or older or at least forty (40) years old and within ten (10) years of his/her chosen  
31 retirement date, he/she shall be granted up to twenty-eight (28) hours leave with pay to  
32 pursue bona fide pre-retirement counseling programs. However, an employee may draw  
33 up to eight (8) hours of his/her twenty-eight (28) hours of preretirement counseling leave  
34 after completion of ten (10) years of service prior to reaching age fifty-five (55) or ten (10)  
35 years from retirement. Employees shall request the use of leave provided in this Section at  
36 least five (5) days prior to the intended day of use.

37 Authorization for the use of pre-retirement leave shall not be withheld unless  
38 the Agency determines that the use of such leave shall handicap the efficiency of the  
39 employee's work unit.

40 When the date requested for pre-retirement leave cannot be granted for the  
41 above reason, the Agency shall offer a choice from three (3) other sets of dates. The leave  
42 discussed under this Section may be used to investigate and assemble the employee's  
43 retirement program, including PERS, Social Security, Insurance, and other retirement  
44 income.

45 c. Service With A Jury. An employee shall be granted leave with pay for service  
46 with a jury. The employee may keep any money paid by the court for serving on a jury.  
47 The Agency reserves the right to petition for removal of the employee from jury duty if, in  
48 the Agency's judgment, the operating requirements of the Agency would be hampered.

1 d. Court Appearances. When any employee is not the plaintiff or defendant,  
2 he/she shall be granted leave with pay for appearance before a court, legislative committee  
3 or judicial or quasi-judicial body as a witness in response to a subpoena or other direction  
4 by proper authority for matters other than the employee's officially assigned duties. The  
5 employee may keep any money paid in connection with the appearance.

6 e. Military Training Leave. An employee who has served with the State of  
7 Oregon or its counties, municipalities or other political subdivisions for six (6) months or  
8 more immediately preceding an application for military leave, and who is a member of the  
9 National Guard or of any reserve components of the armed forces of the United States is  
10 entitled to a leave of absence with pay for a period not exceeding fifteen (15) calendar days  
11 or eleven (11) workdays in any training year. If the training time for which the employee is  
12 called to active duty is longer than fifteen (15) calendar days, the employee may be paid for  
13 the first fifteen (15) days only if such time is served for the purpose of discharging an  
14 obligation of annual active duty for training in the military reserve or National Guard. For the  
15 purposes of this section, "training year" means the federal fiscal year for any particular unit  
16 of the National Guard or a reserve component.

17 f. Test and Interview Leave. With notice to the supervisor, an employee shall  
18 be allowed appropriate time off with pay to take tests related to promotional opportunities  
19 within the Agency; up to two (2) hours with pay shall be allowed for an interview for a  
20 position with another State agency or a position within the Agency.

21 Authorization for the use of test and interview leave shall not be withheld  
22 unless the Agency determines that the use of such leave shall handicap the efficiency of  
23 the employee's work unit.

24 g. Hardship Leave. Employee(s) within the Agency may transfer accumulated  
25 vacation leave or comp time in blocks of one (1) hour or more to another employee of the  
26 agency provided:

27 1. The employee receiving the transferred leave has exhausted all but  
28 twenty-four (24) hours of accrued paid leaves as a result of recuperating from  
29 or caring for an immediate family member (as defined in Article 30, Section 4)  
30 who is recuperating from an extended and continuous illness, injury, or similar  
31 catastrophic event. Accrued paid leaves include, but are not limited to sick,  
32 vacation, personal, and compensatory leave accruals.

33 2. The recipient of the transferred leave is not otherwise qualified for  
34 workers' compensation coverage, disability insurance or retirement benefits.  
35 Eligibility for other such entitlements would preclude an otherwise eligible  
36 employee from receiving donated leave.

37 3. No hardship leave shall be granted solely for the birth or adoption of a  
38 child except in the case of circumstances of extended and continuous illness,  
39 injury or similar catastrophic event.

40 4. Applications for hardship leave shall be in writing and sent to the  
41 Agency's Human Resources Section. The Agency may require that the  
42 employee submit a certificate from the attending physician or practitioner  
43 verifying that the expected time duration of the illness or injury or effects from  
44 a catastrophic event will continue for at least fourteen (14) days. Upon  
45 determination that the employee's request qualifies for hardship leave,  
46 Human Resources will issue requests as appropriate for leave donations per  
47 qualifying event.

48 5. Donated leave shall be credited to the sick leave balance of the  
49 receiving employee on a dollar-for-dollar exchange basis.

1           6.     The donated leave once posted to the donee's sick leave account is  
2     unrecoverable by the donor. All donated leave will be used as sick leave.

3           7.     Cross-donating between management and represented employees  
4     may occur if mutually agreed to by the parties.

5           Employees on trial service shall have that vacation leave time which has been  
6     credited to their leave balance available for use in circumstances that would qualify them to  
7     use hardship leave subject to the above subsection (g) conditions.

8     Donated vacation leave or compensatory time may be provided to employees in other  
9     AFSCME Central Table participating agencies subject to the approval of the appointing  
10    authorities for the involved agencies.

11          h.     Bereavement Leave. Notwithstanding the Hardship Leave or Sick Leave  
12    eligibility criteria of the affected collective bargaining agreements, employees shall be  
13    eligible for a maximum of twenty-four (24) hours paid bereavement leave, prorated for part-  
14    time employees. The Agency may request documentation. If additional earned leave is  
15    needed, an employee may request to use earned sick leave credits, or leave without pay,  
16    at the option of the employee for any period of absence from employment to discharge the  
17    customary obligations arising from a death in the immediate family or the employee's  
18    spouse. Employees may, with prior authorization, use accrued vacation leave or  
19    compensatory time. Regular and Trial Service employees may be eligible to receive up to  
20    forty (40) hours of donated leave, to be used consecutively. The employee must have  
21    exhausted all available accumulated leave and qualify to receive hardship leave. For  
22    purposes of this Article, "immediate family" shall include the employee's or the employee  
23    spouse's parent, wife, husband, child, brother, sister, grandmother, grandfather, grandchild,  
24    or the equivalent of each for domestic partners, or another member of the immediate  
25    household. Up to eight (8) hours of paid bereavement may be taken for aunt, uncle, niece  
26    or nephew.

27           An employee who needs leave because his or her presence is required due  
28    to a death in the immediate family (as defined in Article 30, Section 4), may receive  
29    donated leave pursuant to subsection g., paragraphs 1 and 5 above. The Agency shall  
30    establish and maintain a bank of donated leave from which an employee who has  
31    exhausted all other paid leaves may draw up to five (5) days (forty (40) hours) leave solely  
32    for bereavement purposes. Employees may donate leave to this bank as described in  
33    subsection g. above. Individuals may make use of leave from this bank by submitting a  
34    request in writing to the Agency's Human Resources office.

35  
36    

---

Section 2. Leaves Without Pay.

37          a.     Military Leave Without Pay. An employee in the State service shall be  
38    entitled to a military leave of absence without pay during a period of service with the armed  
39    forces of the United States. However, such reduction in salary will not be made for an  
40    FLSA-exempt employee on temporary military leave except for full workweek increments  
41    where such leave causes an absence of one (1) or more full workweeks. He/she shall,  
42    upon honorable discharge from such service, be returned to a position in the same class as  
43    his/her last held position, at the salary rate prevailing for such class, without loss of  
44    seniority or employment rights. Employees shall make application for reinstatement within  
45    ninety (90) days and shall report for duty within six (6) months following separation from  
46    active duty. Failure to comply may terminate military leave. If it is established that he/she  
47    is not physically qualified to perform the duties of his/her former position by reason of such  
48    service, he/she shall be reinstated in other work that he/she is able to perform at the  
49    nearest appropriate level of pay of his/her former class. An employee voluntarily or

1 involuntarily seeking military leave without pay to attend service school shall be entitled to  
2 such leave during a period of active duty training. Military leaves of absence without pay  
3 shall be granted in compliance with the Veterans' Reemployment Rights Law, Title 38 USC  
4 Chapter 43.

5 b. Court Appearance Leave Without Pay. An employee may request and shall  
6 be granted leave without pay for the time required to make an appearance as a plaintiff or  
7 defendant in a civil or criminal court preceding that is not connected with the employee's  
8 officially assigned duties. However, such reduction in salary will not be made for an FLSA--  
9 exempt employee on temporary military leave except for full workweek increments where  
10 such leave causes an absence of one (1) or more full workweeks.

11 c. Employee Leave. In instances where the work of the Agency will not be  
12 handicapped by the temporary absence of an employee, the employee shall be granted a  
13 leave of absence without pay or educational leave without pay for up to one (1) year,  
14 subject to Agency approval.

15 An employee may take up to fifteen (15) days of leave of absence without pay  
16 each calendar year, without first exhausting his or her accumulated paid leave, for  
17 professional or career development, including union functions or activities, subject to the  
18 employee providing notification of the leave to payroll no later than the 20<sup>th</sup> of the month in  
19 which the leave is to be taken and the operating requirements of the Agency.

20 d. Parental Leave. Parental Leave shall be granted in accordance with the  
21 Oregon Family Leave Act and Family Medical Leave Act. Employees shall not be required  
22 to use paid leaves during these absences but are entitled at the employee's discretion to  
23 use sick leave, compensatory time, personal leaves, and vacation as paid time during  
24 these leaves.

25 A parent shall be granted an additional leave of absence without pay for a  
26 reasonable period of time, not to exceed six (6) months, dependent on operational needs of  
27 the Agency, to care for a new baby. Extensions beyond the six (6) months or alternate  
28 work schedules may be arranged by mutual agreement between employee and supervisor.

## 30 ARTICLE 32 - POSITION DESCRIPTIONS/WORK AGREEMENTS

### 31 Section 1. Position Descriptions.

32 a. Position descriptions shall be in writing and delineate the specific duties  
33 assigned to the position. A dated copy of the position description shall be given to the  
34 employee upon assuming the position.

35 b. During the performance review period, any changes to the assigned duties  
36 will be discussed with the employee prior to the position description being amended.

37 c. In addition, the position description will be reviewed annually with the  
38 employee and updated if needed.

39 d. Each time the position description is updated, the employee will have up to  
40 ten (10) calendar days to review the position description prior to signing.

41 e. Any amendments which change responsibility sufficiently to warrant a  
42 classification change will be subject to the provisions of Article 18 (Classification and  
43 Classification Changes).

44 f. Nothing contained herein shall compromise the right or the responsibility of  
45 the Agency to assign work consistent with the classification specification.

46 g. Updated position descriptions shall be submitted to the Agency Human  
47 Resources office, posted on the Intranet, and included in the employee's personnel file.  
48  
49

1 Section 2. Work Agreements.

2 All employees shall have a written work agreement within thirty (30) days of starting  
3 a new position. Each work agreement shall delineate specific work to be accomplished  
4 during the review period, training, goals, and indicators of success based on realistic  
5 expectations. Employees shall be given the opportunity to participate in the development  
6 of their work agreement with their current immediate supervisor.

7  
8 Section 3. Work Improvement Plans.

9 a. Work improvement plans may be initiated and written for those employees  
10 who have less than acceptable job performance. The work improvement plan will delineate  
11 specific work and/or work related areas to be corrected and improved.

12 b. The parties acknowledge that a work improvement plan is a tool whereby the  
13 Employer can communicate, to an employee, areas of the employee's performance which  
14 are deficient, how the problem(s) is to be rectified, and that failure to rectify the problem(s)  
15 may lead to disciplinary action. However, the parties agree that the work improvement plan  
16 is not, nor is it to be used as, a disciplinary action.

17 c. After completion of a work improvement plan, the employee and the current  
18 immediate supervisor shall, within fifteen (15) days of completion of the plan, schedule a  
19 date to meet to discuss the outcome of the work improvement plan.

20  
21 **ARTICLE 33 - PERFORMANCE REVIEW**

22  
23 The Agency commits to implementing its Performance Management System which  
24 is forward-looking and emphasizes meaningful dialogue and feedback between staff and  
25 managers. The complete description of the elements of the current Performance  
26 Management System can be found on Q-Net.

27  
28 Section 1. Performance Review.

29 The employee's performance will be discussed with his/her current immediate  
30 supervisor. If the employee and the current supervisor have worked together fewer than six  
31 (6) months, the employee's former supervisor may participate in the annual performance  
32 review with the mutual agreement of the employee and the current supervisor. The  
33 employee shall have the opportunity to provide his/her comments and performance related  
34 data he/she has collected to be included in or attached to the performance review  
35 document. The employee shall sign the performance review document and that signature  
36 shall only indicate that the employee has read the performance review document. A copy  
37 shall be provided the employee at this time.

38 In an effort to build trust between managers and employees, when developing the  
39 work agreement, a manager shall notify the employee, and document in the work  
40 agreement, if the manager intends to ask other people about the employee's performance  
41 as an indicator of success relating to specific elements of the work agreement. Comments  
42 requested from others about an employee's performance shall be limited to those regarding  
43 the specific elements identified in the work agreement.

44 The Agency is committed to open communication between managers and staff.  
45 Employees will be provided opportunities to provide specific feedback on their manager's  
46 performance, including the manager's adherence to expectations established in DEQ's  
47 Communication Credo and Professional Code of Conduct or their successors on at least an  
48 annual basis. Employees are strongly encouraged to provide this feedback. Any employee  
49 who offers specific comments on a manager's performance relevant to agreed upon

1 measures shall not suffer any form of retaliation or intimidation from management because  
2 of the comments given.

3  
4 Section 2.

5 If there are changes made in the performance review document after discussion with  
6 and signature by the employee, the revised review document will be rediscussed with the  
7 employee. The employee shall have the opportunity to comment on and shall sign the  
8 revised review document. That signature shall only indicate that the employee has read  
9 the performance review document. A copy shall be provided to the employee at this time.  
10 All written comments provided by the employee within thirty (30) days of the performance  
11 review discussion shall be attached to the performance review document. Performance  
12 review documents are not grievable nor arbitrable under this Agreement nor shall they be  
13 used for purposes of disciplinary action, layoff, annual eligibility date performance pay  
14 increases. They will only be used to assist in the evaluation of an employee's performance  
15 and to document planning of the employee's work and professional growth goals.

16  
17 Section 3.

18 Managers shall have a performance review discussion with each of their employees  
19 at the end of the employee's trial service period, and at least annually thereafter. Team  
20 level reviews may be allowed in place of or in addition to individual reviews when  
21 appropriate and agreed upon between a manager and the employees functioning as a  
22 team. Managers shall strive to provide timely feedback to employees relating to employees'  
23 professional performance and shall not rely solely on annual reviews to discuss employee  
24 performance. Memos of Expectation received during the review period shall be discussed  
25 during the annual review and satisfactory improvement documented.

26  
27 Section 4.

28 Salary administration shall be based upon a performance-based system.  
29 Employees shall be granted an annual performance pay increase on their eligibility date if  
30 the employee is not at the top of the salary range of their classification, and provided the  
31 employee's performance has not been deficient. Employees who do not receive an annual  
32 performance pay increase shall receive timely notice of deficient performance or conduct  
33 during the review period. Employees shall receive a notice related to the deficiencies as  
34 they are noted prior to the completion of the performance review period. Such notice shall  
35 provide the employee with reasonable opportunity to correct the problem prior to the end of  
36 the review period.

37 Performance Based Pay shall use the following criteria:

- 38 a. Classification specifications developed and promulgated by the Department.
- 39 b. An individual position description, reduced to writing.
- 40 c. Written memoranda including Memoranda of Expectation when necessary.
- 41 Work Agreements will not be accepted as a substitute for notice of deficiencies.
- 42 d. Disciplinary action.

43 The above elements shall be the primary factors upon which annual performance  
44 pay decisions are determined.

45 Employees shall be eligible for performance increases at the first of the month  
46 following intervals as prescribed under Article 34, Section 1 of this Agreement.

47  
48 Section 5.

1 The Agency will strive to insure consistency, fairness and equity when performance  
2 review documents are composed and presented.

3  
4 ARTICLE 34 - SALARY ADMINISTRATION

5  
6 Section 1. Merit Salary Increase.

7 Employees shall be eligible for consideration for merit salary increases following:

- 8 a. Completion of the initial twelve (12) months of service.  
9 b. Completion of six (6) months of service following promotion.  
10 c. Annual periods after (a) or (b) above until the employee has reached the top  
11 of the salary range.

12 Merit salary increases shall be made upon recommendation of the employee's  
13 immediate supervisor and approval of the appointing authority. The immediate supervisor  
14 shall give written notice to an employee of withholding of a merit salary increase prior to the  
15 eligibility date, including a statement of the reason(s) it is being withheld.

16  
17 Section 2. Salary on Demotion.

18 Whenever an employee demotes to a job classification in a lower range that has a  
19 salary rate the same as the previous salary, the employee's salary shall be maintained at  
20 that rate in the lower range.

21 Whenever an employee demotes to a job classification in a salary range which does  
22 not have corresponding salary steps with the employee's previous salary but is within the  
23 new salary range, the employee's salary shall be maintained at the current rate until the  
24 next eligibility date. At the employee's next eligibility date, if qualified, the employee shall  
25 be granted a salary rate increase of one (1) full step within the new salary range plus that  
26 amount that the current salary rate is below the next higher rate in the new salary range.  
27 This increase shall not exceed the highest rate in the new salary range.

28 Whenever an employee demotes to a job classification in a lower range, but the  
29 employee's salary is above the highest step for that range, the employee shall be paid at  
30 the highest step in the new salary range.

31 This Section shall not apply to demotions resulting from official disciplinary actions.

32  
33 Section 3. Salary on Promotion.

34 An employee shall be given no less than an increase to the next higher rate in the  
35 new salary range effective on the date of promotion.

36  
37 Section 4. Salary on Lateral Transfer.

38 An employee's salary and merit review date shall at a minimum remain the same  
39 when transferring from one position to another which has the same salary range.

40  
41 Section 5. Effect of Break in Service.

42 When an employee separates from the Agency and subsequently returns to the  
43 Agency, except as a temporary employee, the employee's previous salary eligibility date  
44 shall be adjusted by the amount of break in service.

45  
46 Section 6. Rate of Pay on Appointment from Layoff List.

47 When an individual is appointed from a layoff list to a position in the same class in  
48 which the person was previously employed, the person shall be paid at the same salary  
49 step at which such employee was being paid at the time of layoff.

1  
2  
3 ARTICLE 35 - OVERTIME  
4

5 Section 1.

6 This Article is intended only to provide a basis for the calculation of overtime and  
7 none of its provisions shall be construed as a guarantee of any minimum or maximum  
8 hours of work or weeks of work to any employee or to any group of employees.  
9

10 Section 2.

11 Time worked for the purpose of this Agreement is all hours actually worked including  
12 any paid leave. Hours worked on holidays count for overtime calculations, but holidays  
13 occurring on a scheduled day off are not counted as time worked. On-call, penalty  
14 payments, or spill response stand by shall not be counted as time worked.  
15

16 Section 3.

17 Eligible employees as defined by FLSA, shall be compensated at the rate of time  
18 and one-half (1-1/2) in the form of pay or compensatory time off for authorized overtime  
19 worked in excess of forty (40) hours in any one (1) workweek. No application of this Article  
20 shall be construed or interpreted to provide for compensation for overtime at a rate  
21 exceeding time and one-half (1-1/2), or to effect "pyramiding" of overtime and penalty  
22 payments.  
23

24 Section 4.

25 The Agency shall give reasonable notice of any overtime to be worked. Overtime  
26 worked will be subject to prior authorization. Prior authorization may be granted on a case-  
27 by-case basis, or in general, based on a common situation.  
28

29 Section 5.

30 Eligible employees shall receive compensatory time off for overtime worked, unless  
31 an employee requests, in writing, to receive cash. The accrual limit of compensatory time  
32 off shall be subject to Article 26 (Scheduling Compensatory Time Off). Overtime worked  
33 will be paid in accordance with payroll administration procedures.  
34

35 Section 6.

36 Grievances which grieve the eligibility of employees for overtime shall follow the  
37 procedure in Article 13, Steps 1 and 2. If the grievance is still unresolved after Step 2, the  
38 affected employee may file a charge with the Bureau of Labor and Industries (BOLI), Wage  
39 and Hour Division, or with the U. S. Department of Labor (DOL). If no response is given by  
40 BOLI or DOL within ninety (90) days, the employee may proceed with a grievance to  
41 arbitration if necessary.  
42

43 Section 7.

44 Employees not covered under FLSA shall receive time off for authorized time  
45 worked in excess of a forty (40)-hour workweek at the rate of one (1) hour off for each hour  
46 over forty (40) in a workweek, unless the employee elects to receive cash.  
47

48 ARTICLE 36 - SHIFT DIFFERENTIAL  
49

1 Section 1.

2 An employee shall be paid an additional differential of six percent (6%) of base pay  
3 per hour for each hour or major portion (thirty (30) minutes or more) thereof worked  
4 between 6:00 p.m. and 6:00 a.m. and for each hour or major portion (thirty (30) minutes or  
5 more) thereof worked on Saturday and Sunday. Hours or days worked prior to becoming  
6 eligible for overtime are eligible for shift differential, however, an employee is not eligible to  
7 receive the shift differential for hours worked that s/he also is paid overtime.

8  
9 Section 2.

10 This Article shall not apply when an employee is on any paid leave condition or on-  
11 call duty.

12  
13 ARTICLE 37 - ON-CALL

14  
15 Section 1.

16 An employee shall be on call when authorized by his/her supervisor and required to  
17 be available for work outside his/her normal working hours and not subject to restrictions  
18 which would prevent the employee from using the time while on call effectively for the  
19 employee's own purposes. An employee on call is required to leave word with the Agency  
20 where he/she can be contacted during a specified period of time or may be required to  
21 carry a pager. The employee is required and must be prepared to commence full-time  
22 work as soon as possible consistent with non-restricted status if the need arises.

23  
24 Section 2.

25 On-call time is not time worked for purposes of this Agreement.

26  
27 Section 3.

28 An employee shall not be on call once he/she actually commences performing  
29 assigned duties and receives the appropriate rate of pay for time worked.

30  
31 Section 4.

32 Employees shall be paid one (1) hour of pay at the regular straight time rate for each  
33 six (6) hours of assigned on-call duty. Employees who are assigned on-call duty for less  
34 than six (6) hours shall be paid on a prorated basis.

35  
36 Section 5.

37 This Article shall not apply to employees who have been formally assigned by the  
38 Agency, in writing, to be on call for, and to perform "off-hour" Spill Response Duties.

39  
40 ARTICLE 38 - CALL BACK COMPENSATION

41  
42 Section 1.

43 Call back is an occasion where an employee has been released from duty and is  
44 called back prior to his/her normal starting time. It is distinguished from overtime work  
45 which is essentially a continuation of the scheduled work shift, or distinguished from a  
46 change in an employee's reporting time.

47  
48 Section 2.

1 An employee who is called back to work outside his/her regular shift, will receive  
2 overtime compensation in accordance with the Overtime Article of this Agreement for hours  
3 actually worked; but in no event will the employee be paid less than four (4) hours at the  
4 straight time rate of pay.

5  
6 Section 3.

7 This Article shall not apply to employees who have been formally assigned by the  
8 Agency, in writing, to be on call for, and to perform "off-hour" Spill Response Duties.

9  
10 ARTICLE 39 - LEADWORK DIFFERENTIAL

11  
12 Section 1.

13 Leadwork differential shall be defined as a differential as indicated in Section 4  
14 below. Leadwork applies for employees who have been assigned "leadwork" duties, in  
15 writing, by their supervisor. Leadwork is where an employee has been assigned Person-in-  
16 Charge duties and/or all of the following functions:

- 17 a. Orient new employees, or train employees in new work methods, or transmit  
18 established standards of performance to workers; and  
19 b. Assign and reassign tasks; and  
20 c. Review work of employees to ensure conformance with work standards.

21  
22 Section 2.

23 When leadwork is assigned for at least five (5) consecutive workdays or forty (40)  
24 consecutive work hours, the employee shall be compensated for all hours worked  
25 beginning from the first day of the assignment and for the full period of that particular  
26 assignment.

27  
28 Section 3.

29 Leadwork differential shall not apply to voluntary training and development purposes  
30 which are mutually agreed in writing between the supervisor and employee.

31  
32 Section 4.

33 The differential shall be five percent (5%) above the employee's current monthly  
34 based rate of pay.

35  
36 Section 5.

37 "Back-up" Lead Workers within the Vehicle Inspection Program shall be  
38 compensated with a differential of one dollar (\$1.00) per hour for all hours assigned to work  
39 in that capacity.

40  
41 Section 6.

42 All employees being led by a lead worker shall be provided documentation (e.g., e-  
43 mail) of the Supervisor's expectations of the lead worker's roles and responsibilities for  
44 employees in the work group.

45  
46 Section 7.

47 Leadwork assignments shall not be made in a manner which will subvert or  
48 circumvent the administration of this Article.

1 ARTICLE 40 - HEALTH AND DENTAL INSURANCE

2  
3 An Employer contribution will be made for each eligible employee who has at least  
4 eighty (80) paid regular hours in the month.

5 The contribution for eligible participating part-time employees with eighty (80) or  
6 more hours paid time for the month will be prorated based on the ratio of paid regular hours  
7 to full-time hours to the nearest full percent.

8 For the period of July 1, 2011 through December 31, 2011, the Employer shall make  
9 a contribution sufficient to cover the premium costs to the PEBB health, dental and basic  
10 life benefits chosen by each eligible full time employee who has at least eighty (80) paid  
11 regular hours in a month.

12 For the period of January 1, 2012, through December 31, 2013, the State will pay  
13 ninety-five percent (95%) and employees will pay five percent (5%) of the monthly premium  
14 rate, as determined by the PEBB.

15 For the period of December 1, 2011 through June 30, 2013, the Employer will pay  
16 an additional thirty dollars (\$30) monthly subsidy for employee's monthly premium rate for  
17 employees with salary rates below \$2696 per month.

18  
19 ARTICLE 41 - WORKERS' COMPENSATION

20  
21 Section 1.

22 An employee who sustained a compensable injury shall be reinstated by the Agency  
23 to the employee's former position of employment upon demand for such reinstatement,  
24 provided that the position is available and the employee is not disabled from performing the  
25 duties of such position. If the former position is not available, the employee shall be offered  
26 reinstatement in the first position which the Agency determines is available and suitable for  
27 the employee. If the Agency notifies the employee that the Agency has determined that  
28 more than one (1) position is available and suitable for the employee, the employee may  
29 select the position of his/her choice from those determined by the Agency to be available  
30 and suitable for the employee. If the Agency determines that no position is available and  
31 suitable and the employee disagrees, then the matter may be considered under the  
32 provisions of Article 13 of this Agreement.

33  
34 Section 2.

35 If the employee is released by the attending physician for return to "light duty"  
36 assignment, and is expected to be able to resume full duties of his/her previous position  
37 within ninety (90) days, the Agency may offer such work as the employee is capable of  
38 performing and which is available during that ninety (90)-day period. Such short term  
39 assignments shall be made without regard to procedures for lateral transfer. If the  
40 employee refuses such assignment, the Agency will notify SAIF of the refusal. The Agency  
41 will not modify duties to create a light duty assignment if this would create an unreasonable  
42 hardship to other employees. Such light duty work may not be limited to the immediate  
43 work unit.

44  
45 Section 3.

46 A certificate by a duly licensed physician that the physician approves the employee's  
47 return to his/her regular employment shall be prima facie evidence that the employee is  
48 able to perform such duties.

1 Section 4.

2 Salary paid for a period of sick leave resulting from a condition incurred on the job  
3 and also covered by Workers' Compensation, shall, if elected to be used by the employee,  
4 be equal to the difference between the Workers' Compensation for lost time and the  
5 employee's regular salary rate. In such instances, prorated charges will be made against  
6 accrued sick leave. An employee who has exhausted earned sick leave shall have the  
7 option to use accumulated compensatory time and vacation leave during the period in  
8 which Workers' Compensation is being received, and the salary paid for such a period shall  
9 be equal to the difference between the Workers' Compensation for lost time and the  
10 employee's regular salary rate. In such instances, prorated charges will be made against  
11 accrued vacation and/or compensatory time. No employee shall be required to utilize leave  
12 while receiving time loss benefits.

13  
14 ARTICLE 42 - UNIFORMS

15  
16 If an employee is required by the Agency to wear a uniform(s) the Agency shall  
17 provide the uniform(s). When a uniform(s) is provided by the Agency the employee must  
18 wear the uniform(s) and provide reasonable care for, and maintenance of the uniform(s).  
19 When the Agency provides a uniform(s) which the Agency wishes dry cleaned, the Agency  
20 will determine and direct the method and frequency of such dry cleaning as well as pay for  
21 such dry cleaning.

22  
23 ARTICLE 43 - TRAVEL AND MILEAGE ALLOWANCE

24  
25 Section 1.

26 Reimbursements and procedures will be in accordance with Oregon Accounting  
27 Manual, Policy No. 40.10.00 PO, and its successors. Changes in this policy will be  
28 automatically incorporated into this contract article.

29  
30 Section 2.

31 When the employee is required by the agency to travel, the actual travel time shall  
32 be considered time worked. Where required travel is outside an employee's regular work  
33 hours (excluding normal commuting time), the employer may temporarily modify the  
34 employee's weekly schedule without daily overtime or schedule change penalty. Where  
35 such schedule modification still results in the need for additional work hours, the employee  
36 shall be paid the appropriate rate of pay for all time worked over forty hours in that  
37 workweek.

38  
39 ARTICLE 44 - MOVING EXPENSES

40  
41 Moving expense reimbursement claims will be governed by the Department of  
42 Administrative Services, Human Resources Services Division Policy 40.055.10, and its  
43 successors. Changes in this policy will be automatically incorporated into this contract  
44 article.

45  
46 ARTICLE 45 - PARKING

47  
48 If there are any changes in parking rates for employees at any Agency owned or  
49 operated parking facility which are directly controlled by the Agency, the Employer shall

1 provide the opportunity for the Union to offer input in the determination of such rates. The  
2 Union will be afforded the opportunity to offer suggestions, make recommendations and  
3 introduce any data deemed appropriate.

## 4 5 ARTICLE 46 - SALARIES 6

### 7 Section 1. Public Employees Retirement System ("PERS") Members.

8 For purposes of this Section 1, "employee" means an employee who is employed by  
9 the State on August 28, 2003 and who is eligible to receive benefits under ORS Chapter  
10 238 for service with the State pursuant to Section 2 of Chapter 733, Oregon Laws 2003.

11 Retirement Contributions. On behalf of employees, the State will continue to "pick  
12 up" the six percent (6%) employee contribution, payable pursuant to law. The parties  
13 acknowledge that various challenges have been filed that contest the lawfulness, including  
14 the constitutionality, of various aspects of PERS reform legislation enacted by the 2003  
15 Legislative Assembly, including Chapters 67 (HB 2003) and 68 (HB 2004) of Oregon Laws  
16 2003 ("PERS Litigation"). Nothing in this Agreement shall constitute a waiver of any party's  
17 rights, claims or defenses with respect to the PERS Litigation.

### 18 19 Section 2. Oregon Public Service Retirement Plan Pension Program Members.

20 For purposes of this Section 2, "employee" means an employee who is employed by  
21 the State on or after August 29, 2003 and who is not eligible to receive benefits under ORS  
22 Chapter 238 for service with the State pursuant to Section 2 of Chapter 733, Oregon Laws  
23 2003.

24 Contributions to Individual Account Programs. As of the date that an employee  
25 becomes a member of the Individual Account Program established by Section 29 of  
26 Chapter 733, Oregon Laws 2003 and pursuant to Section 3 of that same chapter, the State  
27 will pay an amount equal to six percent (6%) of the employee's monthly salary, not to be  
28 deducted from the salary, as the employee's contribution to the employee's account in that  
29 program. The employee's contributions paid by the State under this Section 2 shall not be  
30 considered to be "salary" for the purposes of determining the amount of employee  
31 contributions required to be contributed pursuant to Section 32 of Chapter 733, Oregon  
32 Laws 2003.

### 33 34 Section 3. Effect of Changes in Law (Other than PERS Litigation).

35 In the event that the State's payment of a six percent (6%) employee contribution  
36 under Section 1 or under Section 2, as applicable, must be discontinued due to a change in  
37 law, valid ballot measure, constitutional amendment, or a final, non-appealable judgment  
38 from a court of competent jurisdiction (other than in the PERS Litigation), the State shall  
39 increase by six percent (6%) the base salary rates for each classification in the salary  
40 schedules in lieu of the six percent (6%) pick-up. This transition shall be done in a manner  
41 to assure continuous payment of either the six percent (6%) contribution or a six percent  
42 (6%) salary increase.

43 For the reasons indicated above, or by mutual agreement, if the State ceases paying  
44 the applicable six percent (6%) pickup and instead provides a salary increase for eligible  
45 bargaining unit employees during the term of the Agreement, and bargaining unit  
46 employees are able, under then-existing law, to make their own six percent (6%)  
47 contributions to their PERS account or the Individual Account Program account, as  
48 applicable, such employees' contributions shall be treated as "pre-tax" contributions  
49 pursuant to Internal Revenue Code, Section 414(h)(2).

1  
2 Section 4. Cost of Living Adjustment  
3

4       Effective December 1, 2011, Compensation Plan salary rates shall be increased by  
5 one and one-half percent (1.5%) to be paid January 1, 2012. Effective December 1, 2012,  
6 Compensation Plan salary rates shall be increased by one and forty-five hundredths  
7 percent (1.45%) to be paid January 1, 2013.  
8  
9

10                   ARTICLE 47 - STRIKES, LOCKOUTS AND PICKET LINES  
11

12       The Union agrees that during the life of this Agreement, the Union or its bargaining  
13 unit members will not authorize, instigate, aid or engage in any work stoppage, slowdown,  
14 sickout, refusal to work, picketing or strike against the Employer and the Agency, its goods  
15 or on its property.

16       The Agency agrees that during the life of this Agreement there will be no lockout.

17       Upon notification confirmed in writing by the Agency to the Union that certain  
18 bargaining unit employees covered by this Agreement are engaging in strike activity in  
19 violation of this Article, the Union shall advise such striking employees in writing, with a  
20 copy to the Agency, to return to work immediately. Such notification by the Union shall not  
21 constitute an admission that it has caused or counseled such strike activity.

22       Any alleged violation of this Article by either party may be referred to the grievance  
23 arbitration procedure or may be pursued in the Courts at the discretion of the moving party.  
24

25                   ARTICLE 48 - LEGISLATIVE ACTION  
26

27 Section 1.

28       Provisions of this Agreement not requiring legislative funding, or statutory changes,  
29 before such provisions can be put into effect, shall be implemented on the effective date of  
30 this Agreement or as otherwise specified herein.  
31

32 Section 2.

33       Upon signing this Agreement, both parties shall promptly submit, and jointly  
34 recommend, to the Legislative Assembly or to the Emergency Board, the passage of the  
35 funding necessary to implement this Agreement, as well as any changes in statute which  
36 may be required to accomplish that purpose.  
37

38 Section 3.

39       Should the Legislative Assembly or the Emergency Board fail to enact or adopt  
40 matters submitted to them under the preceding Section, then the Employer and Union shall  
41 immediately meet, negotiate and agree on modifications or substitutions for the affected  
42 portion or portions of this Agreement pursuant to the procedures provided by Article 49  
43 (Savings).  
44

45                   ARTICLE 49 - SAVINGS  
46

47       In the event any provision of this Agreement is declared invalid by any court of  
48 competent jurisdiction or by ruling of the Employment Relations Board, then only such  
49 portion or portions shall become null and void and the balance of the Agreement remain in

1 effect. The Employer and the Union agree to immediately meet, negotiate, and agree upon  
2 a substitute for the portion or portions of the Agreement so affected and to bring into  
3 conformance therewith not over sixty (60) days after notification unless extended by mutual  
4 agreement. If agreement on such matters is not reached within a reasonable period of  
5 time, the provision of Article 47 shall not apply.

6  
7 **ARTICLE 50 - COMPLETE AGREEMENT**

8  
9 Section 1.

10 This Agreement is the full and complete Agreement between the Employer and the  
11 Union resulting from negotiations held pursuant to the provisions of ORS 243.650 et seq. It  
12 is acknowledged that, during negotiations which resulted in this Agreement, each and all  
13 had the unlimited right and opportunity to make demands and proposals with respect to any  
14 subject or matter appropriate for collective bargaining, and that the understandings and  
15 agreements arrived at by the parties after the exercise of that right and opportunity are set  
16 forth in this Agreement. Therefore, the Employer and the Union, for the life of this  
17 Agreement, each voluntarily and unqualifiedly waives the right, if any, and each agrees that  
18 the other shall not be obligated to bargain collectively with respect to any subject or matter  
19 discussed in these negotiations. It shall not be modified in whole or in part except by  
20 another written instrument duly executed by the parties.

21  
22 Section 2.

23 This Agreement supersedes all prior written agreements.

24  
25 **ARTICLE 51 - SUCCESSOR NEGOTIATIONS**

26  
27 Section 1.

28 If one of the parties desires to modify the Agreement, they shall notify the other party  
29 in writing no less than one hundred and eighty (180) days prior to the termination of this  
30 Agreement.

31  
32 Section 2.

33 It is recognized by the Employer that employees representing the Union during the  
34 process of negotiations are acting on behalf of the Union as members and not in their  
35 capacity as employees of the Employer.

36  
37 Section 3.

38 The Agency will allow up to five (5) identified employees to attend collective  
39 bargaining sessions as paid members of the Union's negotiating team. The identified  
40 employees will be granted a total of one hundred and thirty-five (135) non-cumulative hours  
41 each month of paid time for bargaining provided such paid time occurs during an  
42 employee's regular work schedule. This time is for travel and attendance at negotiations,  
43 including caucuses preceding and following bargaining meetings. The inclusion of paid  
44 time will not result in the employee receiving greater benefit than the employee would have  
45 received had the employee not attended the bargaining session. No overtime, per diem, or  
46 other compensation will be paid.

1           Should the total number of hours exceed the one hundred and thirty-five (135) hours  
2 allotted for a month, the excess hours will be deducted from the hours available for the  
3 following month.

## 4 5                                   ARTICLE 52 - TRANSFER AND REASSIGNMENT

### 6 7           Section 1. Transfers.

8           a.       A transfer is any permanent change of an employee from one duty station to  
9 another. "Duty station" is defined as the city where the Agency office is located or the city  
10 constituting the employee's work base. For employees in the Vehicle Inspection Program,  
11 "duty station" means the Tech Center or inspection station only.

12           b.       An employee shall be given at least fifteen (15) calendar days notice of  
13 transfer. Where both parties agree, the required notice may be waived.

14           c.       The incumbent may move with the position. If the incumbent chooses not to  
15 move with the position, they shall be laid off in accordance with Article 20 (Layoff), and the  
16 position will be filled in accordance with Article 16 (Filling of Vacancies).

### 17 18           Section 2. Reassignment.

19           Reassignment is any temporary change of an employee from one duty station in the  
20 Agency to another. Such change in assignment shall not exceed forty-five (45) days.  
21 Where appropriate the provisions of Article 43 (Travel and Mileage Allowance) would apply.

## 22 23                                   ARTICLE 53 - CLIENT COMPLAINT PROCEDURE/EMPLOYEE RIGHTS

### 24 25           Section 1.

26           When the Agency receives a complaint of an alleged criminal law violation against  
27 an employee, the Agency shall refer the matter to a law enforcement or criminal justice  
28 agency. If the law enforcement or criminal justice agency refers the matter back to the  
29 Agency, the employee shall be notified.

### 30 31           Section 2.

32           When the Agency receives a noncriminal complaint against an employee which  
33 concerns a violation of rules, policies, or procedures, an investigation may be made by the  
34 Agency. The employee shall be informed in writing of a complaint prior to a formal  
35 investigation. The Agency shall give written notification to the employee of the results of  
36 any investigation.

### 37 38           Section 3.

39           Employees shall not be required by the Agency to answer any questions concerning  
40 any complaint or allegation against them until they have been advised of the specifics of  
41 the complaint or allegation. Upon the employee's request for Union representation,  
42 questioning shall be discontinued until a Union representative is available to participate.

## 43 44                                   ARTICLE 54 - JOB SHARING

### 45 46           Section 1.

47           Any employee who wishes to participate in job sharing may submit a written request  
48 to the Agency Personnel Manager to be considered for a job share position. The Agency  
49 shall notify the employee requesting the job share of the Agency's decision in writing.

1  
2 Section 2.

3 Job sharing employees shall accrue vacation leave, sick leave and holiday pay  
4 based on a prorate of hours worked in a month during which the employee has worked  
5 thirty-two (32) hours or more. Individual salary review dates will be established for job  
6 share employees.

7  
8 Section 3.

9 Job sharing employees shall be entitled to share the full Employer paid insurance  
10 benefits for one (1) full-time position based on a prorate of regular hours scheduled per  
11 week or per month whatever is appropriate. In any event, the Employer contribution for  
12 insurance benefits in a job share position is limited to the amount authorized for one (1)  
13 full-time employee.

14  
15 Section 4.

16 If the Agency determines that job sharing is not appropriate for the position or the  
17 Agency is unable to recruit qualified employees for the job share position, the affected  
18 employee(s) shall have the right to assume the position on a full-time basis or to bump a  
19 job share employee with less service credits in a position defined as two (2) part-time  
20 equivalents under Article 20, Section 3 (g) (1). The employee must meet all the  
21 qualifications as outlined in Article 20. Upon approval of the Agency, the remaining  
22 employee may elect to transfer to a vacant part-time position in the same classification or to  
23 voluntarily demote. If the above conditions are not available or acceptable, the employee  
24 would be subject to layoff.

25  
26 ARTICLE 55 - STATE/PERSONAL PROPERTY & PERSONAL EFFECTS

27  
28 Section 1.

29 Employees shall report any breakage, damage or theft of State property to his/her  
30 assigned supervisor as soon as practical.

31  
32 Section 2.

33 An employee who suffers loss or damage to personal property used in the  
34 performance of authorized job duties may file a written claim to the Division Administrator  
35 provided that:

- 36 ~~a. Such use was sanctioned by their immediate excluded supervisor,~~  
37 b. The employee present a complete written report of the circumstances of the  
38 loss,  
39 c. The employee present proof of value, and  
40 d. The employee certifies that any loss or damage was not because of fault,  
41 intent, or negligence on the part of the employee.

42 The claim shall be investigated to substantiate or disprove the facts indicated on the  
43 claim. Payment shall be approved or disapproved based on the investigation conducted  
44 with notification provided to the employee. Such notification where denied shall include the  
45 reasons for denial of the claim.

46  
47 Section 3.

48 An employee who suffers theft or accident in the performance of authorized job  
49 duties which results in loss through damage of personal effects, may request, and the

1 Agency shall provide assistance to the employee in the filing of a notice of claim with the  
2 Director of the Department of Administrative Services pursuant to ORS 30.275.

3  
4 **ARTICLE 56 - TERM OF AGREEMENT**

5  
6 This Agreement shall be in effect September 2, 2011 or first of the month following  
7 signing of the agreement, whichever is later, through June 30, 2013.

8  
9 **ARTICLE 57 - PROFESSIONAL DIFFERENCES OF OPINION**

10  
11 The Agency encourages staff to express their professional opinions and encourages  
12 an open and free exchange of ideas and opinions. Where a staff person feels strongly that  
13 a decision has been made that is (a) technically inadequate, (b) not sufficiently informed,  
14 (c) inconsistent or (4) would jeopardize his/her professional credentials, the staff may  
15 elevate their professional difference of opinion in writing to the next level of decision making  
16 for evaluation, up to and including the Director. A written response will be given, within a  
17 reasonable time period. Each employee is expected to perform work according to Agency  
18 policy and in accordance with decisions that have been made, including those decisions  
19 pending evaluation. No employee will be required to sign any report or recommendation,  
20 where he or she conscientiously objects to the opinion stated in such report or  
21 recommendation, but may be listed as designated contact person.

22 No retaliation or discrimination shall occur against any employee for expressing a  
23 differing professional opinion.

24  
25 **ARTICLE 58 - PAST PRACTICE**

26  
27 Section 1.

28 The parties recognize the Employer's full right to direct the work force and to issue  
29 work orders and rules and that these rights are diminished only by the law and this  
30 Agreement.

31  
32 Section 2.

33 The Employer may change or issue new work practices or rules covering permissive  
34 subjects of bargaining, including issuing administrative rules over issues which are  
35 nonnegotiable and are not in conflict with or otherwise addressed in a specific provision of  
36 this Agreement.

37  
38 Section 3.

39 The Employer agrees to bargain over any proposed changes in "Working conditions"  
40 considered mandatory subjects of bargaining, unless the subject was submitted as a  
41 written proposal during negotiations for this Agreement, in which case it cannot be opened  
42 by either party.

43  
44 Section 4.

45 If the Union believes the Agency has unilaterally changed an employee's wages or  
46 hours, the Union may file a written grievance directly with the Department of Administrative  
47 Services within fifteen (15) days of the alleged violation.

48  
49 Section 5. Demand to Bargain.

1 If the Department of Administrative Services believes that the subject change is a  
2 mandatory subject of bargaining, the parties shall meet within ten (10) days of the Union's  
3 request to meet. If agreement is reached by the parties during the meeting under this  
4 Section, then the agreement shall be reduced to writing and signed by the parties.

5 If the Department of Administrative Services believes that the subject change is a  
6 permissive or prohibitive subject of bargaining, the Department of Administrative Services  
7 shall inform the Union it refuses to bargain the subject change within fifteen (15) calendar  
8 days of the Department's receipt of the demand to bargain.

9 The Union may then file an unfair labor practice complaint with the Employment  
10 Relations Board. If the Board determines that the change is a permissive or prohibited  
11 subject of bargaining, the Union shall withdraw its demand to bargain. If the Board  
12 determines the change is mandatory, the parties shall meet to negotiate the change. If,  
13 after bargaining, the parties do not reach agreement, the Union may submit the matter to  
14 arbitration. The notice must be received by the Department of Administrative Services  
15 within fifteen (15) days immediately following the last date the parties met to negotiate the  
16 change.

#### 17 18 Section 6. Arbitration.

19 The parties agree that the decision of the arbitrator shall be final and binding on  
20 each of the parties and that they will abide thereby, unless the award is vacated pursuant to  
21 ORS 240.087 or ORS 240.088. The power of the arbitrator in an action brought under this  
22 Section shall be limited to determining if the change or new work practice or rule falls more  
23 within the scope of "management functions" as opposed to "employee benefits." If the  
24 arbitrator rules that the changed or new work practice or rule has a greater impact on  
25 "employee benefits," it shall be immediately withdrawn.

#### 26 27 Section 7.

28 The arbitrator's fee and expenses shall be paid equally by the parties. Failure to act  
29 within the time limits waives any rights to further consideration in the matter.

### 30 31 **ARTICLE 59 - RECOUPMENT OF WAGE AND BENEFIT OVERPAYMENTS/ 32 **UNDERPAYMENTS****

#### 33 34 Section 1. Overpayments.

35 a. In the event that an employee receives wages or benefits from the Agency to  
36 ~~which the employee is not entitled, regardless of whether the employee knew or should~~  
37 ~~have known of the overpayment, the Agency shall notify the employee in writing of the~~  
38 ~~overpayment which will include information supporting that an overpayment exists and the~~  
39 ~~amount of wages and/or benefits to be repaid. For purposes of recovering overpayments~~  
40 ~~by payroll deduction, the following shall apply:~~

41 1. The Agency may, at its discretion, use the payroll deduction process to  
42 correct any overpayment made within a maximum period of two (2) years  
43 before the notification.

44 2. Where this process is utilized, the employee and Agency shall meet  
45 and attempt to reach mutual agreement on a repayment schedule within thirty  
46 (30) calendar days following written notification.

47 3. If there is no mutual agreement at the end of the thirty (30)-calendar  
48 day period, the Agency shall implement the repayment schedule stated in sub  
49 (4) below.

1 4. If the overpayment amount to be repaid is more than five percent (5%)  
2 of the employee's regular monthly base salary, the overpayment shall be  
3 recovered in monthly amounts not exceeding five percent (5%) of the  
4 employee's regular monthly base salary. If an overpayment is less than five  
5 percent (5%) of the employee's regular monthly base salary, the overpayment  
6 shall be recovered in a lump-sum deduction from the employee's paycheck. If  
7 an employee leaves Agency service before the Agency fully recovers the  
8 overpayment, the remaining amount may be deducted from the employee's  
9 final check.

10 b. An employee who disagrees with the Agency's determination that an  
11 overpayment has been made to the employee may grieve the determination through the  
12 grievance procedure.

13 c. The Article does not waive the Agency's right to pursue other legal  
14 procedures and processes to recoup an overpayment made to an employee at any time.

15  
16 Section 2. Underpayments.

17 a. In the event the employee does not receive the wages or benefits to which  
18 the record/documentation has for all times indicated the employer agreed the employee  
19 was entitled, the Agency shall notify the employee in writing of the underpayment. This  
20 notification will include information showing that an underpayment exists and the amount of  
21 wages and/or benefits to be repaid. The Agency shall correct any such underpayment  
22 made within a maximum period of two (2) years before the notification.

23 b. This provision shall not apply to claims disputing eligibility for payments which  
24 result from this Agreement. Employees claiming eligibility for such things as leadwork,  
25 work out of classification pay or reclassification must pursue those claims pursuant to the  
26 timelines elsewhere in this Agreement.

27  
28 **ARTICLE 60 – TELECOMMUTING AND ALTERNATIVE WORK ARRANGEMENTS**

29  
30 Section 1.

31 The State allows telecommuting and alternative work arrangements where there are  
32 opportunities for improved employee productivity, reduced commuting miles or potential  
33 agency savings.

34 Telecommuting work arrangements are subject to State Policy 50.050.01  
35 (Telecommuting) and the terms and conditions of this collective bargaining agreement.  
36 The Agency or the employee may terminate individual agreements, in whole or in part,  
37 upon seven (7) days notice to each other.

38  
39 Section 2. Who May Participate.

40 Employees who meet the qualifications below and whose duties can be successfully  
41 performed away from their primary duty station are eligible to apply for a telecommuting  
42 work schedule. Employees having primary job duties that require them to interact in person  
43 with members of the public, the regulated community, other DEQ employees, or other  
44 groups or individuals, on a frequent basis during each workday, typically are not going to be  
45 good candidates for telecommuting. A home computer and/or the ability to connect to the  
46 agency network are not prerequisites for telecommuting.

47  
48 Section 3. Qualifications.

1 Employees who meet the following qualifications may initiate a telecommuting  
2 proposal with their manager:

- 3 a. A current overall rating of satisfactory or better.
- 4 b. Completion of trial service period.
- 5 c. Residence within same State (or District of Columbia) as normal reporting  
6 location.
- 7 d. Adequate space with privacy and sufficient electrical power and outlets for all  
8 equipment necessary to perform the work.

9  
10 Section 4. Considerations.

11 Factors to be considered when managers are evaluating telecommuting proposals:

- 12 a. Customer/Operational needs of work unit will be met.
- 13 b. Number of employees within a work unit who are telecommuting and/or using  
14 alternate work schedules.
- 15 c. Individual has a flexible work schedule.
- 16 d. Managers may evaluate any factor rated below satisfactory on the work plan  
17 scoring sheet to determine if it would preclude successful participation in  
18 telecommuting. (See Article 32 (Position Descriptions/Work Agreements.)
- 19 e. Generally telecommuting will be one (1) day per workweek.

20 The Agency's determination as to qualifications and considerations above will be  
21 final. These determinations will not be made arbitrarily.

22  
23 Section 5. Telecommuting Requests.

24 Proposals for telecommuting may be initiated by an employee meeting the above  
25 criteria by completing the Telecommuting Agreement form and must be approved by the  
26 Division Administrator. The manager of the work unit will review the proposal to insure that  
27 the work unit operational needs are met. Where more than one (1) qualified employee  
28 requests the same telecommuting day, and all requests cannot be granted, preference will  
29 be granted on the basis of seniority within DEQ.

30  
31 Section 6. Equipment.

32 DAS-Information Resource Management Network Security Policy shall be followed  
33 in cases of PC equipment and software and modem connection to State computer security  
34 systems. In the event of equipment malfunction or other circumstance which may interfere  
35 with the performance of work assignments, the employee shall promptly notify the  
36 supervisor. Equipment for telecommuting may be loaned by the Agency upon request,  
37 subject to availability of surplus equipment, as designated by the Agency, and Agency  
38 approval. Equipment loaned by the Agency shall remain property of the State, and the  
39 employee shall be required to sign receipts for all equipment and supplies taken to the  
40 telecommuting location and shall be liable for negligent damage to it. Equipment loaned by  
41 the Agency shall be used in accordance with the Acceptable Use of Agency Electronic  
42 Information Systems policy.

43  
44 Section 7. Telecommuting Work Schedule.

45 Participants are expected to work their full workday in a punctual manner and, while  
46 working, give their full attention to the performance of their job duties. Telecommuting work  
47 time shall not be spent for dependent care activities nor for personal business. If  
48 dependents are normally present in the home during telecommuting work hours, the  
49 employee will provide the Agency with a dependent care plan listing who will be providing

1 the dependent care. In the event that participants wish to leave their tele-worksite at times  
2 other than scheduled breaks and lunch hour, they will provide notice to their supervisors  
3 when they are leaving and when they return. If an emergency situation develops which  
4 prevents the employee from continuing their work, the employee will notify their supervisor  
5 as soon as appropriate.

6  
7 Section 8. Tele-worksite Supplies.

8 Disposable tele-worksite supplies shall be provided by the Agency. Equipment,  
9 software or supplies which are provided by the Agency for use at the tele-worksite shall be  
10 for the purposes of conducting Agency business only. The Agency may issue a State  
11 telephone credit card to telecommuters to make State business phone calls.

12  
13 Section 9. Home Worksite.

14 Home worksite furniture and equipment shall normally be provided by the  
15 telecommuter. The employee shall maintain a clean, safe, dedicated work space. In the  
16 case of injury occurring during telecommuting work hours, the employee shall immediately  
17 report the injury to the supervisor. SAIF or Agency safety representatives shall have  
18 reasonable access to the home worksite to conduct accident investigations or job site  
19 evaluations.

20  
21 Section 10. Work Location, Mileage and Travel Time.

22 The participant's normal DEQ reporting location will remain the same. In addition,  
23 participants may be required to report to Agency or non-Agency locations for purposes  
24 such as meetings, medical visits, training sessions and policy/practice coverage. Business  
25 visits, meetings with Agency customers or meetings with co-workers shall not be held at the  
26 home worksite. No payment for mileage or travel time will be made when the participant is  
27 directed to report to his/her normal reporting location or visits the location to pick up pay  
28 drafts or other materials. Payment for mileage or travel to other than normal reporting  
29 locations will be handled as outlined in the Article 43 (Travel and Mileage Allowance) of this  
30 collective bargaining agreement.

31  
32 Section 11. Joint Labor-Management Committee.

33 A four (4)-member committee appointed by the Union and Agency will be created to  
34 serve as an advisory resource committee for the Agency on telecommuting. The  
35 committee, which will meet a minimum of twice a year, is responsible for:

- 36 a. making recommendations for handling unanticipated problems or issues  
37 related to the telecommuting program;  
38 b. evaluating the program and making recommendations for improvement, and;  
39 c. serving as a resource to provide managers additional information or  
40 recommendations for handling generic problems that arise, however it is not the job  
41 of the committee to resolve problems arising between individual telecommuters and  
42 managers.

43 The committee may recommend any changes that would be subject to collective  
44 bargaining pursuant to PECBA. Modifications to the collective bargaining agreement will  
45 be made through the bargaining process by the designated representatives.

46  
47 Section 12. Expectations and Goals.

48 Telecommuting employees and their managers will develop a clear set of  
49 expectations and goals for the work to be performed on telecommuting days. Such

1 expectations may include checking E-Mail and voice-mail on a regular basis and returning  
2 phone calls in a timely manner. Included in the telecommuting agreement form will be a  
3 check box indicating that managers and employees have developed expectations and  
4 goals.

5  
6 Section 13. Training.

7 Appropriate training will be provided for participating managers and employees.

8  
9 Section 14. Exploration of Options.

10 The Agency will continue to explore options and develop implementation plans when  
11 possible in the following areas:

- 12 a. making computer equipment available to employees on an as needed basis
- 13 to use while telecommuting or teleworking;
- 14 b. developing satellite work sites; and
- 15 c. identifying funding sources for a program designed to facilitate the purchase
- 16 of personal computer equipment by employees for home use.

17  
18 Section 15. Other Provisions.

19 These provisions are applicable to all Sections listed above.

20 a. Call back and overtime will be handled as outlined in the applicable provisions  
21 of this collective bargaining agreement.

22 b. Since supervisors must continue to be in a position to evaluate employee  
23 performance, certify the accuracy of time sheets and attendance records, and perform a  
24 variety of other supervisory responsibilities, participants should anticipate that, in addition to  
25 being supervised pursuant to normal office procedures, there will also be the possibility that  
26 they will receive telephone calls at their residences from supervisors during the times that  
27 they are to be on duty.

28 c. In the event of a work stoppage, telecommuting arrangements utilized by  
29 represented employees shall be suspended.

30 d. The grievance and arbitration procedures under Article 13 (Grievance  
31 Procedure) of this collective bargaining agreement will apply to disputes associated with  
32 this Article.

33 e. The Agency reserves the right to remove individual participants from  
34 telecommuting at any time. This right will not be exercised arbitrarily.

35 f. Members will waive no right to Union representation as enumerated in this  
36 collective bargaining agreement or as guaranteed by the law.

37  
38 Section 16. Alternative Work Arrangements.

39 Subject to Agency approval, the following types of alternative work arrangements  
40 may be utilized to allow an employee to work from home or at an alternate location on a  
41 short-term, ad hoc basis:

42 a. To respond to a family or home emergency that necessitates an employee  
43 being physically present but allows the employee free time to perform job tasks;

44 b. To work individually or as part of a team on a project requiring uninterrupted  
45 work time or additional space; or

46 c. In response to other appropriate ad hoc events such as clean air days or  
47 inclement weather.

48 To qualify for such an arrangement, the employee's alternative-work-arrangement  
49 work site must be located within the same state as the employee's regular duty station.

1 Alternative work arrangements may not be used on a long-term basis and are not  
2 considered "telecommuting" under this Article. As such, none of the other provisions of this  
3 Article shall apply to this Section.

4  
5 ARTICLE 61 - IMPLEMENTATION OF NEW CLASSES—APPEALS PROCESS  
6

7 The appeals process is designed to allocate employees into new classes.  
8 Employees in positions allocated to a new classification, who dispute their placement within  
9 the new class, can appeal their placement using the following process:

10  
11 Section 1.

12 a. An appeal may be filed by an individual employee or a steward or a Council  
13 Representative on behalf of the employee, to the Agency personnel office within fifteen (15)  
14 calendar days of written notification by the Agency of placement into the new class.  
15 Employees sharing the same or substantially similar position descriptions or employees the  
16 Agency agrees to treat as a group may file an appeal as a group. The initial filing should  
17 describe the individual or group, including the names of affected members, identify the  
18 proposed placement, and the placement believed to be correct by the affected employees.  
19 The appeal must include current, signed position descriptions. Because the old  
20 classifications are to be abolished, correct placement cannot be back to the prior  
21 classification.

22 The Agency shall conduct a review of the allocation using the following  
23 criteria:

24 1. The purpose of the job shall be determined by the statement of  
25 purpose and assigned duties of the position description and other relevant  
26 evidence of duties assigned by the Agency;

27 2. The concept of the proposed classification shall be determined by the  
28 general description and distinguishing features of its class specification; and

29 3. The overall duties, authority and responsibilities of the position shall be  
30 determined by the position description and other relevant evidence of duties  
31 assigned by the Agency. This decision shall be made within thirty (30)  
32 calendar days of receipt of the appeal and provided to the affected employees  
33 in writing and with a summary of the classification analysis.

34 b. If denied, the Union may appeal the Agency's decision in writing to the Labor  
35 Relations Unit within fifteen (15) calendar days of receipt of the written denial. The appeals  
36 will be considered by the Employer designee (or an alternate) and the Union designee (or  
37 an alternate) who shall form the committee charged with the responsibility to consider  
38 appeals and make decisions which maintain the integrity of the classification system by  
39 correctly applying the classification specifications. Additionally, the committee may utilize  
40 two resource persons, one designated by each party, to provide technical expertise  
41 concerning a specific series. The committee will attempt to resolve the matter by jointly  
42 determining whether the current or proposed class more accurately depicts the overall  
43 assigned duties, authorities and responsibilities of the position using the criteria specified  
44 above. In this process each of the designees may identify one (1) alternate class that  
45 he/she determines most accurately depicts the purpose of the job and overall assigned  
46 duties. If an alternate class is identified, both the Union and Labor Relations Unit shall be  
47 notified. If the parties concur that shall end the allocation appeal. In the event the  
48 committee concludes that the proposed or alternate class is more appropriate,  
49 management retains the right to modify the work assignment on a timely basis to make it

1 consistent with the Agency's allocation. Appeals shall be decided in order of receipt by the  
2 Labor Relations Unit. Decisions shall be rendered by the designees no later than sixty (60)  
3 calendar days of receipt of the appeal by the committee.

4 c. The decision of the designees shall be binding on the parties. However,  
5 agencies may elect to remove/modify duties at any point during the process.

6 d. If the appeals committee cannot make a decision, the Union may request final  
7 and binding arbitration by a written notice to the Labor Relations Unit within the next forty-  
8 five (45)-calendar day period. Each party may go forward with only one class. Each party  
9 may choose to take to arbitration either the current class, class appealed to, or an alternate  
10 class identified by a committee member. The arbitrator shall allow the decision of the  
11 Agency to stand unless he/she concludes that the proposed classification more accurately  
12 depicts the overall assigned duties, authority, and responsibilities of the position.

13 e. Where a position is vacated after the filing of the initial appeal, the Union may  
14 continue the appeal process and such appeals will be reviewed by the committee only after  
15 the review of all filled positions appeals is completed and where the Agency indicates that  
16 no change in duties is anticipated prior to refilling the position.

17 f. This process terminates upon completion of the allocation process.

## 18 19 ARTICLE 62 – BILINGUAL DIFFERENTIAL

20  
21 When formally assigned in the employee's position description, an employee  
22 assigned to interpret to or from another language to English will receive a differential of five  
23 percent (5%) of base pay.

## 24 25 ARTICLE 63 – EMERGENCY RESPONSE COORDINATION

### 26 27 Section 1.

28 The nature and extent of activities conducted as part of the emergency response  
29 coordination program will be determined by the Agency. Emergency response coordination  
30 activities will be conducted in accordance with the provisions of Article 22 (Health and  
31 Safety). Those activities may be modified by the Agency, as determined by changes in  
32 roles, responsibilities and consideration of costs.

### 33 34 Section 2.

35 The Agency will select the employees assigned to emergency response coordination  
36 ~~duties. The Agency will first consider volunteers. Selection of employees will be based~~  
37 upon consideration for knowledge of hazardous materials and petroleum products,  
38 experience, training and accessibility to likely spill locations.

### 39 40 Section 3.

41 Employees who have been formally assigned by the Agency, in writing, to be on-call  
42 for, and to perform after normal working hours emergency response coordination duties,  
43 shall receive a monthly salary differential as follows:

44 a. Employees working on-call emergency response coordination on (1) week in  
45 eight (8) weeks will receive one hundred dollars (\$100.00) and two and seven-tenths  
46 (2.7) hours paid leave per month.

47 b. Employees working on-call emergency response coordination one (1) week in  
48 seven (7) weeks will receive one hundred fourteen dollars and twenty-nine cents  
49 (\$114.29) and three and one-tenth (3.1) hours paid leave per month.

1 c. Employees working on-call emergency response coordination one (1) week in  
2 six (6) weeks will receive one hundred thirty-three dollars and thirty-four cents  
3 (\$133.34) and three and six-tenths (3.6) hours paid leave per month.

4 d. Employees working on-call emergency response coordination one (1) week in  
5 five (5) weeks will receive one hundred sixty dollars (\$160.00) and four and three-  
6 tenths (4.3) hours paid leave per month.

7 e. Employees working on call emergency response coordination one (1) week in  
8 four (4) weeks will receive two hundred dollars (\$200.00) and five and four-tenths  
9 (5.4) hours paid leave per month.

10 Employees working a pre-approved, set rotation schedule that is different than those  
11 in (a)-(e) above, shall be compensated monthly at the same weekly rate as used above,  
12 one hundred eighty-four dollars and sixty-two cents (\$184.62) and five (5) hours paid leave  
13 per week of duty calculated on an annual basis, for performing on-call emergency response  
14 coordination duties. When assigned to be on call for emergency response coordination  
15 duties, the compensation provided in this Section will be paid in addition to employee's  
16 base salary.

17 Where emergency response duties are required after normal working hours, and the  
18 employee acting as coordinator is on-call at the time of response, the employee shall be  
19 compensated in accordance with the provisions of Article 35 (Overtime) and Article 28  
20 (Holidays), Sections 3 and 4, in addition to the salary differential.

21  
22 Section 4.

23 Where emergency response duties are required after normal working hours and the  
24 employee acting as coordinator is not on-call at the time of response, the employee shall  
25 be compensated in accordance with the provisions of Article 35 (Overtime) and Article 28  
26 (Holidays), Sections 3 and 4.

27  
28 Section 5.

29 Employees who have been formally assigned to emergency response coordination  
30 duties under Section 3, and who elect to exchange pre-assigned, scheduled rotation on-call  
31 duties with another employee, will not be entitled to receive a greater monthly salary  
32 differential payment.

33  
34 **ARTICLE 64 – LABOR/MANAGEMENT COMMITTEE**

35  
36 The joint labor/management committee is intended to facilitate communication  
37 between the parties. The committee shall meet when necessary, but not more than once  
38 each month unless mutually agreed otherwise. Committee meeting agendas shall  
39 established by mutual agreement.

40 The committee shall be composed of four (4) employee members appointed by the  
41 Union and four (4) members of management, unless mutually agreed otherwise.  
42 Representatives of the DAS Labor Relations Unit and AFSCME Council 75 may participate  
43 in labor/management committee meetings, provided both representatives are invited to  
44 attend. Members of the labor/management committee will work together to identify and  
45 attend appropriate training on collaboration and problem-solving. Each employee  
46 appointed to the committee will be allowed up to two (2) hours per month relief time, by pre-  
47 approval with his/her supervisor, to prepare for the labor/management committee meeting.

48 Agency employees appointed to the Agency committees shall be in pay status  
49 during time spent in committee meetings as well as travel from their worksite to the meeting

1 and back, unless prior authorized to initiate travel from home. No other travel expenses or  
2 per diem will be paid by the Agency. Time spent outside of the employee's regularly  
3 scheduled work hours, and time spent in Union preparation meetings and regularly  
4 scheduled lunch breaks, will not be in pay status.

5 The committee discussions shall be on a meet-and-confer basis. The committee  
6 shall have no power to contravene any provision of the collective bargaining agreement, to  
7 enter into any agreements binding on the parties to this Agreement or resolve issues or  
8 disputes surrounding the implementation of this Agreement. Matters which may require a  
9 Letter of Agreement shall not be implemented until a Letter of Agreement has been  
10 negotiated and signed by the Labor Relations Unit and AFSCME Council 75 authorized  
11 representatives.

12 Matters that should be resolved through the grievance and arbitration procedure  
13 shall be handled pursuant to that procedure. Discussion or review of any matter by the  
14 committee shall not waive or affect the time frames related to the grievance procedure.

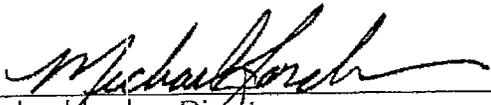
15 The labor/management committee will report to the Executive level management  
16 body of the Agency on an as needed basis.

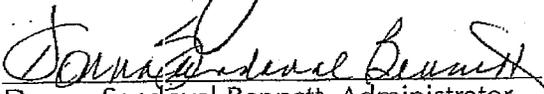
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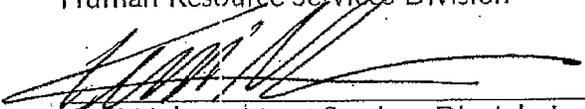
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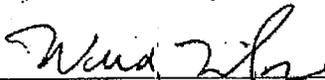
Signed 2<sup>nd</sup> day of September 2011 in Salem, Oregon.

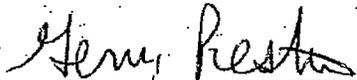
FOR THE STATE OF OREGON

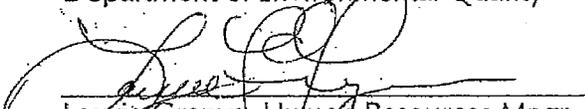
  
Michael Jordan, Director  
Department of Administrative Services

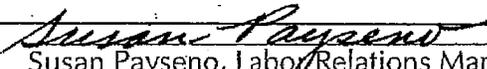
  
Donna Sandoval Bennett, Administrator  
Human Resource Services Division

  
Kerri Nelson, Mgmt Services Div Admin  
Department of Environmental Quality

  
Wendy Wiles, Water-Quality Div. Admin.  
Department of Environmental Quality

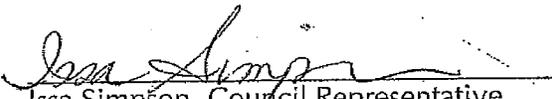
  
Gerry Preston, VIP Program Manager  
Department of Environmental Quality

  
Laurie Grenya, Human Resources Mngr  
Department of Environmental Quality

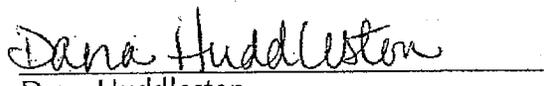
  
Susan Payseno, Labor Relations Manager  
Department of Environmental Quality

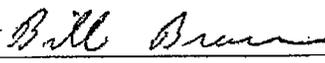
  
Art McCurdy, State Labor Relations Manager  
DAS Human Resource Services Div

FOR THE AMERICAN FEDERATION OF  
STATE, COUNTY AND MUNICIPAL  
EMPLOYEES

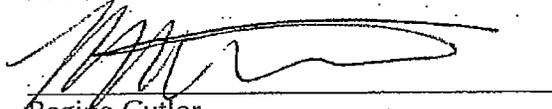
  
Issa Simpson, Council Representative  
AFSCME Council 75

  
Barbara Shaver  
AFSCME Local 3336

  
Dana Huddleston  
AFSCME Local 3336

  
Bill Brown  
AFSCME Local 3336

  
Bruce Scherzinger  
AFSCME Local 3336

  
Regina Cutler  
AFSCME Local 3336

1 **APPENDIX A – LETTERS OF AGREEMENT**

2  
3 **LETTER OF AGREEMENT**  
4 **JOINT COMMITTEE ON SALARY SURVEYS**

5  
6 This Agreement is between the State of Oregon, acting through its Department of  
7 Administrative Services (Employer) on behalf of the agencies participating at the Central  
8 Table and the American Federation of State, County and Municipal Employees, Council 75  
9 (Union).

10  
11 This Agreement covers employees in the Union's bargaining units covered by the  
12 Central Table Negotiations.

13  
14 The parties agree to form a joint committee of two (2) management and two (2)  
15 AFSCME representatives to review appropriate market comparisons for the bargaining  
16 units' compensation, including methodology and data collection. The committee will also  
17 examine the state's relationship to market and make recommendations to the Governor for  
18 moving state compensation closer to market. This committee shall not enter into formal  
19 negotiations nor have recourse to the dispute resolution procedures for negotiations. This  
20 committee shall provide the update by October 1, 2006.

21  
22 **LETTER OF AGREEMENT**  
23 **PART-TIME EMPLOYEES HEALTH INSURANCE SUBSIDY**

24  
25 This agreement is between the State of Oregon acting through its Department of  
26 Administrative Services (Employer) and the AFSCME (Union).

27  
28 The Parties agree to the following:

29  
30 The Employer will continue to pay the current part-time subsidy for eligible part-time  
31 employees who participate in the part-time plan through December 31, 2011, as follows:

- 32  
33
  - Employee Only (EE) - \$259.53
  - 34 • Employee and Family (EF) - \$331.23
  - 35 • Employee & Spouse - (ES) - \$295.30
  - 36 • Employee & Children (EC) - \$336.16

37  
38 For Plan Years 2012 and 2013, the Employer will pay ninety five percent (95%) of  
39 the part-time subsidy for the part-time eligible employees who participate in the part-time  
40 PEBB plan.

41  
42 **LETTER OF AGREEMENT**  
43 **PART-TIME MEDICAL PREMIUM SUBSIDY**

44  
45 This Letter of clarification is entered into between the State of Oregon, acting through its  
46 Department of Administrative Services, Labor Relations Unit (Employer), on behalf of the  
47 state agencies under the jurisdiction of the American Federation of State, Local and



1 Municipal Employees Council 75 AFSCME (Union). The purpose of this letter is to clarify the  
2 agreement reached during the 2011 -2013 negotiations regarding the employer's obligation  
3 for medical premium payments for employees working less than full-time.

4 For less than full time employees who have at least eighty (80) paid regular hours in the  
5 month, the parties agree the state's contribution for medical, dental, vision and basic life  
6 insurance through PEBB is as follows:

- 7 1) Part-time, Seasonal and Intermittent Employees Electing Part-time Insurance.  
8 The state will pay 95% of a monthly benefit insurance premium amount of the  
9 plan selected by the employee calculated per Article 31, Section 3 as follows:

10 PT premium rate x .95 x the ratio of paid regular hours to full-time hours to the  
11 nearest full percent = State contribution

12 In addition, there shall be a subsidy based on the employee's enrollment tier, for plan  
13 year 2012 consisting of one of the following monthly amounts: Employee only,  
14 \$346.25; Employee & Partner, \$452.34; Employee & Children, \$395.94; Employee &  
15 Family, \$460.52. These amounts are equal to 95% of the subsidy that is determined by  
16 the Public Employees Benefit Board and is subject to change for plan year 2013. The  
17 employee will pay the premium balance.

- 18 2) Part-time, Seasonal and Intermittent Employees Electing Full-time Insurance.  
19 The state will pay 95% of the monthly benefit premium amount of the plan  
20 selected by the employee calculated per Article 31, Section 3 as follows:

21 Full time premium rate x .95 x the ratio of paid regular hours to full-time hours to  
22 the nearest full percent = State contribution

23 In addition, the state will pay up to an additional monthly subsidy for employee's  
24 monthly premium rate for employees with salary rates \$2,696 and below a month. The  
25 employee will pay the premium balance.

26  
27 **LETTER OF AGREEMENT**  
28 **HEALTH IMPROVEMENT PLAN**

---

29  
30 This agreement is between the State of Oregon, acting through its Department of  
31 Administrative Services (Employer) on behalf of agencies under the jurisdiction of the  
32 AFSCME Central Table and AFSCME Council 75 (Union).

33  
34 The Employer and Union recognize the significance and importance of PEBB creating a  
35 Health Improvement Plan. Controlling health care costs, while continuing to provide  
36 excellent benefits, is a mutual goal of the parties.

37  
38 Therefore, the parties agree to the following:

- 39  
40 1. The Employer and Union agree to establish a committee to design the delivery  
41 system for the Plan and educational components of the Health Improvement Plan  
42 that the Union introduced and recommended for adoption to PEBB.

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2. The committee will also review and evaluate the PEBB Health Improvement Plan and will define benchmarks for evaluating the effectiveness and efficiencies of the Plan. If there are identified and proven cost savings, the parties will recommend the most advantageous way to share savings and further employee wellness for PEBB members.
  3. The Employer and Union shall each appoint four (4) representatives to serve as members of the committee. Employees shall serve on paid time if the meeting time is during their regularly scheduled work hours.
  4. Appointed employees shall not be eligible for overtime or penalty payments for serving on the committee. Any travel for work on this committee will be governed by the State travel policy.
  5. Appointed employees shall notify their immediate supervisor at least five (5) work days before any meetings regarding their absence from work to participate on the committee.
  6. The committee findings and recommendations shall be submitted to the Governor's Office no later than June 30, 2013.
  7. This agreement becomes effective on the date of the final ratification of the AFSCME Central Table and ends June 30, 2013.

27  
28  
29

**LETTER OF AGREEMENT - ARTICLE 19, CONTRACTING OUT  
FEASIBILITY STUDY**

30  
31  
32  
33

This Letter of Agreement is entered into between the State of Oregon Department of Administrative Services, on behalf of all State Agencies covered by the State of Oregon and AFSCME Central Table.

34  
35  
36

When the provisions of Article 19, Section 5, require a feasibility study, the following will apply:

37  
38  
39

The Employer will count eighty percent (80%) of the affected employee's straight-time wage rate when comparing the two (2) plans.

40  
41

This Agreement is effective through June 30, 2013.

42  
43

**LETTER OF AGREEMENT - INTERMITTENT UNION LEAVE**

44  
45  
46  
47

When Union officials (officers and stewards) are designated in writing by the Executive Director of Oregon AFSCME to attend AFSCME Council 75 Biennial or AFSCME International Conventions, the following provisions apply.

48  
49

1. The Executive Director of Oregon AFSCME shall notify affected agencies in writing of the name of the employee(s) at least thirty (30) days in advance of the date of the

1 AFSCME Convention. For agencies of 100 or fewer bargaining unit members, no more  
2 than one bargaining unit member per agency may be designated to attend AFSCME  
3 conventions. For agencies of greater than 100 bargaining unit members, no more than two  
4 bargaining unit members may be designated to attend AFSCME conventions under this  
5 provision.

6  
7 2. Subject to agency head or designee approval based on the operating needs  
8 of the employee's work unit, including staff availability, the employee will be authorized  
9 release time with pay.

10  
11 3. The paid release time is limited to attendance at the conference and travel  
12 time to the conference if such time occurs during the employee's regularly scheduled  
13 working hours up to forty (40) hours per calendar year.

14  
15 4. The release time shall be coded as Union business leave or other identified  
16 payroll code as determined by the State.

17  
18 5. The release time shall not be included in the calculation of overtime nor  
19 considered as work related for purposes of workers' compensation.

20  
21 6. The employee will continue to accrue leaves and appropriate benefits under  
22 the applicable collective bargaining agreement except as limited herein.

23  
24  
25 7. The Union shall, within thirty (30) days of payment to the employee,  
26 reimburse the State's affected agency for all Employer related costs associated with the  
27 release time, regular base wage and benefits, for attendance at the applicable conference.

28  
29 8. The Union shall indemnify and the Union and employee shall hold the State  
30 harmless against any and all claims, damages, suits, or other forms of liability which may  
31 arise out of any action taken or not taken by the State for the purpose of complying with  
32 these provisions.

33  
34 This Letter of Agreement expires June 30, 2013.

35  
36 **LETTER OF AGREEMENT**  
37 **ARTICLE 20 – LAYOFF, SECTION 5(F)**  
38

39 The parties agree that layoff notices issued after the effective date of the 2011-2013  
40 successor contract will include an option for the employee to identify whether or not the  
41 employee will accept relocation to a duty station more than 50 miles from the employee's  
42 pre-layoff duty station. The following conditions apply:  
43

- 44 • The election applies to all layoff options under Section 5(f).
- 45 • The election by the employee is irrevocable after the employee
- 46 • submits the layoff option form.
- 47 • If an employee fails to identify whether or not they are willing to accept
- 48 placement more than 50 miles on the layoff option form, the employee shall

1 be deemed to have elected to accept placement anywhere in the geographic  
2 area.

- 3 • The 50 mile distance shall be measured from the employee's pre-layoff duty  
4 station to the potential layoff duty station as measured by the shortest route  
5 using MapQuest.

6  
7 This Letter of Agreement sunsets June 30, 2013.

8  
9 **LETTER OF AGREEMENT**

10 **Article 20 – Layoff: Full-Time/Part-Time Bumping Option**

11  
12 This Letter of Agreement is entered into by the State of Oregon acting by and  
13 through its Department of Administrative Services (Employer), on behalf of the Department  
14 of Environmental Quality (Agency), and the American Federation of State, County and  
15 Municipal Employees Council 75, Local 3336 (Union).

16  
17 The purpose of the Letter of Agreement is to clarify application of certain Sections of  
18 Article 20—Layoff prior to layoffs that may occur.

19  
20 **CURRENT CONTRACT PROVISIONS:**

21  
22 **Article 20—Layoff, Section 5, Layoff Procedure**

23  
24 4. Layoff. The employee may elect to be laid off. An employee who elects to be laid  
25 off shall be placed on any geographic area layoff list of his/her choice, within the Agency,  
26 for the classification from which he/she was laid off.

27 For purposes of displacement under Section 5(f) (1), (2) and (3), a vacant position  
28 that management intends to fill is considered to be the least senior.

29 Full-time to Part-time or Part-time to Full-time Option. Employees willing to convert  
30 from part-time to full-time status, or full-time to part-time status, if necessary, to displace  
31 the least senior employee, shall designate their willingness to convert in writing at the time  
32 of their selection of options under Section 5(f). For the purpose of displacing another  
33 employee the following shall apply:

34 A. If a full-time employee elects in writing to displace the least senior employee and the  
35 least senior employee is part-time, then the full-time employee shall convert to part-time  
36 and shall work only the number of hours per week as the displaced part-time employee.

37 B. If a part-time employee elects in writing to displace the least senior employee and  
38 the least senior employee is full-time, then the part-time employee shall convert to full-time  
39 and shall work forty (40) hours per week.

40 C. If an employee does not provide written election A or B above, then the employees'  
41 prioritized layoff options will be implemented only to displace other positions of the same  
42 status, that is, full-time to full-time or part-time to part-time status positions.

43  
44 **AGREEMENT:**

45  
46 The parties agree that, for employees who opt to be considered for the full-time to  
47 part-time, or part-time to full-time bumping option in Article 20, Section 5(f)(4)(A-C), the  
48 option shall be applied as follows:

1 Full-time and Part-time statuses will be determined by the budgeted FTE level of the  
2 affected positions, regardless of any affected employee's actual work schedule. For  
3 example, "full-time status" is budgeted as 1.00 FTE, "part-time status" is any position  
4 budgeted at less than 1.00 FTE regardless of the employee's actual work schedule.  
5

6 When an employee designates on the layoff options form that s/he is willing to  
7 convert from part-time to full-time or from full-time to part-time status, the agency  
8 first will evaluate placements to positions with the same position status as the  
9 employee (i.e., a full-time employee will first be considered for full-time positions,  
10 and a part-time employee will first be considered for part-time positions). If no  
11 suitable placement is identified within the same status as the employee, then the  
12 agency will evaluate positions differing from the employee's current position status.  
13 For example, if there are no suitable bumping options for a full-time status  
14 employee, then the Agency will attempt to place the employee in part-time status  
15 positions, provided the employee chose the option to bump into the other status.  
16

17 This agreement shall become effective on the date of last signature below and  
18 expires June 30, 2013. The LOA may be extended by mutual agreement for the term of the  
19 successor agreement to the 2013-2015 collective bargaining agreement.  
20

21  
22  
23  
24  
25 **LETTER OF AGREEMENT**  
26 **ARTICLE 23 – EDUCATION, TRAINING AND CAREER DEVELOPMENT**  
27

28 This Agreement is between the State of Oregon, acting through its Department of  
29 Administrative Services (Employer) on behalf of the Department of Environmental Quality  
30 (Agency) and the American Federation of State, County and Municipal Employees Council  
31 75 and its Local 3336 (Union or Council 75).  
32

33 The purpose of this Letter of Agreement (LOA) is to provide guidance regarding  
34 required annual training. All employees are required to complete training between  
35 November 1<sup>st</sup> and October 31<sup>st</sup> of each year.

---

36  
37 By November 1, 2009, the agency will make up to sixteen (16) hours of the required  
38 training available on-line for employees to access via iLearn. The on-line training may be  
39 completed away from the employee's work station with prior arrangement with the  
40 supervisor.  
41

42 To provide meaningful and measurable work for employees to perform, and maintain  
43 accountability to the public, each iLearn course will have an estimated time to complete the  
44 course and an exam at the end of the course. Employees are expected to complete the  
45 course and an exam at the end of the course. Employees are expected to complete the  
46 course within 125% of time allotted. For instance, if the course is scheduled to last one (1)  
47 hour, the employee is expected to complete the training with one (1) hour and fifteen (15)  
48 minutes.  
49

1 If the on-line training is completed away from the employee's work station, the  
2 parties agree to the following:

3  
4 1. The employee must complete the training during his/her regularly scheduled  
5 work hours. No overtime, premium pay or penalty payments will be authorized or incurred  
6 by the Agency,

7  
8 2. In accordance with Article 60, Telecommuting and Alternative Work  
9 Arrangements, the employees shall not provide dependent care activities or conduct  
10 personal business.

11  
12 3. Employees are expected to provide their own computer to access the iLearn  
13 coursework.

14  
15 4. This LOA sunsets June 30, 2013.

16  
17 **LETTER OF AGREEMENT**  
18 **ARTICLE 23**  
19

20 This Agreement is between the State of Oregon, acting through its Department of  
21 Administrative Services (Employer) on behalf of the Department of Environmental Quality  
22 (Agency) and the American Federation of State, County and Municipal Employees Council  
23 75 and its Local 3336 (Union or Council 75).  
24

25 In recognition of the benefits of career development to both the represented  
26 employees and the Agency, the Agency agrees to track the amount (total dollars) and  
27 distribution (number of employees and location) of career development and tuition  
28 reimbursement dollars. The purpose of this Letter of Agreement (LOA) is to document the  
29 Agency's intent to provide the following information to the Agency's Labor Management  
30 Committee.  
31

32 The Parties agree to the following:

33  
34 1. By January 15<sup>th</sup>, 2012, the Agency will provide the following information to the  
35 Agency's Labor Management Team:

36 a. The total number of AFSCME-represented employees receiving tuition  
37 reimbursement through the Agency's career development programs.

38 b. The total dollars spent by the Agency on tuition reimbursement for  
39 AFSCME-represented employees from July 1, 2009 through June 30,  
40 2011.

41 c. A distribution, by division, of AFSCME-Represented employees  
42 receiving tuition reimbursement through the Agency's career  
43 development program.

44 d. The number of employees, by division, with denied and/or delayed  
45 entry in the Agency's career development program.

46 2. By February 25<sup>th</sup>, 2013, the Agency will provide the following information to  
47 the Agency's Labor Management Team:

48 a. The total number of AFSCME-represented employees receiving tuition  
49 reimbursement through the Agency's career development programs.

- b. The total dollars spent by the Agency on tuition reimbursement for AFSCME-represented employees from July 1, 2011 through June 30, 2012.
- c. A distribution, by division, of AFSCME-Represented employees receiving tuition reimbursement through the Agency's career development program.
- d. The number of employees, by division, with denied and/or delayed entry in the Agency's career development program.

**LETTER OF AGREEMENT  
VETERANS' PREFERENCE**

The Employer and the Union recognize that Senate Bill 822 from the 74<sup>th</sup> Oregon Legislative Assembly, 2007 Regular Session, amended ORS 408.225, 408.230, 408.235 and 659A.885.

The Senate Bill 822 provides that an employer may choose not to appoint a veteran to a vacant position solely on the basis of the veteran's merits or qualifications with respect to the vacant civil service position.

For recruitments where the veteran has been determined to be otherwise qualified and the selection process results in a quantified score, Senate Bill 822, Section 2 (1) (a) and (b) shall apply. If this process results in two or more candidates deemed equal, and the Employer elects to appoint one of the candidates, the veteran shall be appointed, the seniority provisions of the respective collective bargaining agreements notwithstanding.

For recruitments where the decision to hire or promote rests with a process that does not result in a score, the employer must give the veteran special consideration in such process per SB 822, Section 2 (1) (c).

The provisions of Senate Bill 822 do not apply to grievance settlements, court mandates, Agency recall from layoff and injured worker returns to employment. The provisions of Senate Bill 822 do apply to the Secondary Recall List.

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**LETTER OF AGREEMENT  
MANDATORY UNPAID FURLOUGH TIME OFF**

This agreement is between the State of Oregon, acting through its Department of Administrative Services (Employer) on behalf of all agencies covered by the Central Table (Agency) and AFSCME Council 75 (Union).

This agreement covers all AFSCME agreements that are within the jurisdiction of the AFSCME Central Table. To the extent this agreement conflicts with any provisions of any AFSCME agreements, this agreement shall prevail.

The parties agree to the following:

1  
2 1. This agreement becomes effective July 20, 2011, the day after the Tentative  
3 Agreement was reached, and sunsets June 30, 2013 unless the parties agree to extend or  
4 amend its provisions.

5  
6 2. The Employer will implement mandatory unpaid furloughs for affected employees as  
7 follows:

8  
9

Straight Time Monthly Base Pay Rate	Number of Days
\$2450 and below	10
\$2451-\$3100	12
\$3101 and above	14

10  
11  
12  
13  
14

15 3. The number of hours of mandatory unpaid furloughs for less than full-time  
16 employees shall be prorated based on the employee's regularly scheduled hours within the  
17 applicable month.

18  
19 4. A. Agencies or divisions within an Agency can decide to close its offices. If the  
20 Agency so chooses, the Agency will close for the number of days identified in section 5 A of  
21 this agreement.

22  
23 (i) Employees not taking unpaid mandatory furlough time off when the  
24 Agency is closed shall change their work schedule to a four (4) ten (10) hour-day  
25 schedule or otherwise adjust their schedule for that work week subject to prior  
26 Agency approval. The Agency shall not suffer any penalty or overtime payments as  
27 a result of the employee's schedule change.

28  
29 B. For agencies with "float days", the employee will schedule designated unpaid  
30 mandatory furlough time off with their immediate supervisors using the following  
31 procedures:

32  
33 (i) Employees will have their choice of days off, subject to operating  
34 needs.

35  
36 (ii) Employees will submit a mandatory unpaid time off request form to  
37 their supervisors in accordance with agency procedures for requesting  
38 paid time off.

39  
40 (iii) Mandatory unpaid time off requests for the same days will be  
41 determined pursuant to the specific provisions of the agency contracts.  
42 Where no specific provisions exist, if there is a conflict in requested  
43 days off, that conflict shall be resolved by granting the days off to the  
44 person who made the first request.

45  
46 (iv) The Agency shall not incur any penalty or overtime payment for  
47 adjustments to an employee's schedule not to exceed a forty (40) hour  
48 workweek, including mandatory unpaid time off.

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(v) If an employee does not wish to take unpaid furlough days, he/she may voluntarily take a salary reduction as follows:

(a) A reduction in the amount of two and sixty-eight hundredths percent (2.68%) for employees earning three thousand one hundred and one (\$3,101) or more a month;

(b) A reduction of two and thirty-three tenths percent (2.30%) for employees earning between two thousand four hundred fifty one and three thousand one hundred and one (\$2,451 - \$3,101) a month;

(c) A reduction of one and ninety-two hundredths percent (1.92%) for employees earning below two thousand-four hundred and fifty dollars (\$2,450) a month.

(vi) DEQ Only:

(a) Employees with minimum billable hour requirements will have their billable hour requirements prorated per current Agency practice.

(b) Employees with billable targets based upon the percentages required for their positions shall have their billable hours prorated per current Agency practice.

5. A. Where Agencies choose to close their offices, the following dates shall be designated as office closure days:

Friday, August 19, 2011	Friday, October 19, 2012
Friday, November 25, 2011	Friday, November 23, 2012
Friday, March 23, 2012	Friday, January 18, 2013
Friday, May 25, 2012	Friday, April 19, 2013
Friday, August 17, 2012	Friday, May 24, 2013

~~B. Employees mandated to take a greater number of unpaid mandatory furlough time off than closure days based on the tiers, will take the remaining unpaid mandatory furlough time off as float days in accordance with 4 (B) above:~~

(i) Floating mandatory unpaid time off will be scheduled and taken no later than March 31, 2013. Employees will take no more than two (2) days in a work week.

(ii) If the floating mandatory unpaid time off is not scheduled and taken by March 31, 2013, management will schedule the employee to take the mandatory unpaid time off by May 31, 2013. In the event an employee has any mandatory unpaid time off obligation remaining after May 31, 2013, the employee's July 1, 2013 paycheck for the June 2013 pay period will be reduced by the equivalent amount for the remaining mandatory unpaid time off days.

1  
2 (iii) An employee is not eligible to receive unemployment benefits for the  
3 days taken as mandatory unpaid time off. Should an employee receive  
4 unemployment benefits the agency will automatically deduct from the employee's  
5 paycheck the full amount of money that equals the dollar amount the employee  
6 received in the unemployment benefits. The deduction shall be taken from the next  
7 paycheck upon discovery of the unemployment benefit payment.  
8

9 (iv) The Agency shall not incur any penalty or overtime payment for  
10 adjustments to an employee's schedule not to exceed a forty (40) hour workweek,  
11 including mandatory unpaid time off.  
12

- 13 6. No employee will be required to take a mandatory unpaid furlough day on a  
14 recognized holiday unless the employee and supervisor agree otherwise.  
15
- 16 7. Temporary employees will be unscheduled for mandatory unpaid furlough days.  
17
- 18 8. Mandatory unpaid furlough time off will not count as a break in service and shall not  
19 affect seniority.  
20
- 21 9. Mandatory unpaid furlough time off shall not add to the length of an employee's trial  
22 service period.  
23
- 24 10. Deductions from pay of an FLSA exempt employee for absences due to a budget  
25 required mandatory unpaid furlough day shall not disqualify the employee from being  
26 paid on a salary basis except in the workweek in which the mandatory unpaid  
27 furlough time off occurs and for which the employee's pay is accordingly reduced.  
28
- 29 11. If an FLSA exempt employee is permitted to work in excess of forty (40) hours in a  
30 workweek in which the employee takes a mandatory unpaid furlough day, then such  
31 employee shall be eligible for pay at the rate of time and one half (1 1/2 x) for hours  
32 in excess of forty (40) hours that workweek.  
33
- 34 12. Mandatory unpaid furlough time off shall only be considered time worked for: a)  
35 holiday pay computations, and, b) vacation, sick leave and personal accrual.  
36
- 37 13. Subject to PEBB eligibility rules, mandatory unpaid furlough days shall be  
38 considered time worked for purposes of computing the Employer's insurance  
39 contributions.  
40
- 41 14. Full-time employees shall take mandatory unpaid furlough time off in hours  
42 equivalent to a full shift or the remaining obligation if it equals less than a full shift.  
43
- 44 15. Part-time employees shall take mandatory unpaid furlough time off in blocks equal to  
45 their actual scheduled workday or the remaining obligation if it equals less than a  
46 scheduled work day.  
47
- 48 16. No employee shall be authorized to use any paid leave time or time accrued to  
49 replace mandatory unpaid furlough time off.

1  
2 17. If an Agency closure day is scheduled on a day in which an employee is scheduled  
3 to work more or less than an eight (8) hour workday, the employee, with Agency  
4 approval, will adjust his/her schedule in a manner which is consistent with the  
5 practice that is used during a week there is a holiday. In either case, the employee's  
6 schedule will not exceed a forty (40) hour workweek, including mandatory unpaid  
7 time off. The Agency shall not incur any penalty or overtime payment for adjusting  
8 the employee's schedule.

9  
10 18. An employee shall not work on a date designated as a mandatory unpaid furlough  
11 time off. Subject to operating need, the Agency Head or designee, may require the  
12 employee to work and reschedule the mandatory unpaid furlough time off.

13  
14 19. Should the designated Agency closure date fall on an employee's regularly  
15 scheduled day off, subject to Agency approval, the employee shall take the  
16 mandatory unpaid furlough time off on an alternate workday.

17  
18 (i) If the alternate time is not scheduled and taken by March 31, 2013,  
19 management will schedule the employee to take the time by May 31, 2013.

20  
21 (ii) The Agency shall not incur any penalty or overtime payment for adjustments  
22 to employee's schedules not to exceed a forty (40) hour workweek, including mandatory  
23 unpaid time off.

24  
25 LIST OF AGENCIES/PROGRAMS/DIVISIONS  
26 OFFICE CLOSURE

27  
28 Where there are more unpaid furlough days than office closures, employees will take the  
29 remaining days as float days.

- 30  
31 DCBS (Building Codes Division except Field Enforcement)  
32 DCBS (Fiscal/Business Services Division, Director's Office & Information Management  
33 Division)  
34 **DEQ**  
35 Real Estate Agency  
36 **DOC Dentists**  
37 SOCP (Central Administration Staff only)  
38 CCB  
39 Employment Department (Hearings Panel)  
40 State Lands  
41 OSFM (except Deputy State Fire Marshals)  
42 DLCD

43  
44 LIST OF AGENCIES/PROGRAMS/DIVISIONS  
45 USE OF FLOAT DAYS

- 46  
47 DOJ (Attorneys)  
48 Military Department (includes Office of Emergency Management) – Continue LOA on  
49 Oregon Youth Challenge Program

- 1 OLCC
- 2 OSP Support Unit
- 3 SOCP (Habilitative Training Technician 2, Licensed Respiratory Care Technician, LPN,
- 4 Mental Health Therapy Technician)
- 5 OSH (Mental Health Registered Nurses, Nurse Practitioners)
- 6 DPSST
- 7 OHA Physicians
- 8 OYA (Juvenile Parole and Probation Officers and Assistants)
- 9 DCBS (Building Codes Division, Field Enforcement)
- 10 Long Term Care Ombudsman
- 11 OSFM (Deputy State Fire Marshals only)

**LETTER OF AGREEMENT #10  
MANDATORY UNPAID TIME OFF  
CLARIFICATIONS FOR IMPLEMENTATION**

The Letter of Agreement is between the State of Oregon, acting through its Department of Administrative Services (Employer) and the American Federation of State, County and Municipal Employees, AFSCME Council 75 (Union). The parties agree to the following clarifications for implementation of the mandatory unpaid time off tentative agreement.

1. Requests for Floating Mandatory Unpaid Time Off Days. Employees may request to take up to two (2) mandatory unpaid time off days in the same week. The supervisor will have up to fifteen (15) days to respond to the employee's request for the unpaid day (MUTO/Furlough).
2. Scheduling floating mandatory unpaid time off for newly hired, reemployed, recalled and transferred employees.

At the time of an employment offer, the employee shall be given the number of days designated as floating mandatory unpaid time off days.

3. Seasonal employee—Calculation of Mandatory Unpaid Time Off Obligation.

Full-time FTE seasonal employee's mandatory unpaid time off days obligation is determined by the following formula as a guideline:

$$(MS \div TM) \times TO$$

Where:

- MS = Estimated number of months the seasonal employee will work during the period in which mandatory unpaid time off must be taken.
- TM = Total number of months during the 2011 - 2013 biennium during which mandatory unpaid time off must be taken.
- TO = Total number of mandatory unpaid time off days required for the biennium for the salary tier for the employee.

1 Example: The employee's seasons include the months of May through October  
2 2011 and May and October 2012. The seasonal employee is expected  
3 to work both seasons. The seasonal employee is in the top salary tier  
4 which has a maximum of fourteen (14) mandatory unpaid time off  
5 (MUTO) days. The calculation is the following:  
6

7  $(MS \div TM) = (9 \text{ months} \div 22 \text{ months}) = .409$

8  $TO = 14 \text{ days}$

9  $(9 \div 22) \times 14 = 5.73 \text{ days}$

10 Rounding to nearest whole number = 6 mandatory unpaid time off days  
11 (8 hours each).  
12

13 Part-time FTE seasonal employee's mandatory unpaid time off obligation is prorated  
14 based on the actual paid hours, excluding overtime, for the part-time employee in  
15 the previous twelve (12) months or season, whichever is applicable. The mandatory  
16 unpaid time off obligation shall be prorated using the following formula as a  
17 guideline:  
18

19  $(SSH \div FTH) \times 8 = MH$   
20

21 Where:

22 SSH = The scheduled hours in a month for the part-time employee.

23 FTH = The number of full-time hours in a month.

24 8 = The number of hours in a full-time mandatory unpaid time off  
25 day obligation.

26 MH = The number of mandatory unpaid time off hours required for a  
27 mandatory unpaid time off day for the part-time employee.  
28

29 Example: Using the facts in the example used for full-time calculation (6  
30 mandatory unpaid time off days), but adding that the part-time  
31 employee is scheduled to work three-quarter (3/4) time for the previous  
32 twelve (12) months or season, whichever is applicable. 3/4 time is  
33 equivalent to 130 hours (i.e., 3/4 of the 173.33 full-time hours in a  
34 month). The calculation is:  
35

36  ~~$(130 \text{ hours} \div 173.33 \text{ hours}) \times 8 = 6 \text{ hours}$~~   
37

38 The 3/4 time employee would take 3/4 of a work day (i.e., 6 hours) off for a  
39 mandatory unpaid time off day.  
40

41 Seasonal employees employed multiple seasons and/or by multiple agencies, will be  
42 dealt with on an Agency by Agency basis to determine the number of mandatory  
43 unpaid time off days.  
44

#### 45 4. Part-Time Employee Calculation

46 Prorate the employee's regular scheduled or expected work hours relative to the full  
47 time work hours for the month. The mandatory unpaid time off obligation shall be  
48 prorated using the following formula: Part-time employees may take time off based  
49 on their hours for a full scheduled shift.

1  
2 (SSH/FTH) x 8 = MH  
3

4 Where:

5 SSH = The scheduled hours in a month for the part time employee.

6 FTH = The number of full time hours in a month.

7 8 = The number of hours in a full time mandatory unpaid time off day obligation.

8 MH = The number of mandatory unpaid time off hours required for a mandatory  
9 unpaid time off for the part-time employee.

10  
11 Example: A part-time employee is scheduled to work 136 hours in the month of  
12 October (136/173.3 hours) x 8 = 6.27 hours. Rounded to the nearest full hour. The  
13 employee will take six (6) hours unpaid furlough time off for the month in which an  
14 unpaid furlough day is taken.

15  
16 5. Limited Duration Employee Calculation

17 Calculate the number of furlough days required using the following formula:

18  
19  $(MS/TM) \times TO$   
20

21 MS = Estimated number of months the limited duration employee will work during  
22 the period in which mandatory unpaid time must be taken.

23 TM = Total number of months during the 2011 – 2013 biennium during which  
24 mandatory unpaid time off must be taken.

25 TO = Total number of mandatory unpaid time off days required for the biennium for  
26 the salary tier for the employee.

- 27  
28 6. An employee's original mandatory unpaid time off obligation will not be changed as a  
29 result of promotion, demotion, reclassification except if the employee changes from  
30 part time to full time or seasonal to full time or vice versa.

- 31  
32 7. Unpaid Leaves (including: FMLA/OFLA, Military Leave, Workers Comp, LWOP)  
33 during closures.

34  
35 For employees observing mandatory unpaid closure days, if an employee is on  
36 leave without pay when a mandatory unpaid time off closure day occurs, the  
37 employee will not be required to make up the missed mandatory unpaid time off day.

- 38  
39 8. Authorized Unpaid Leaves (including: FMLA/OFLA, Military Leave, Workers Comp,  
40 LWOP) and float day observance.

41  
42 If an employee's scheduled mandatory unpaid time off day occurs when the  
43 employee is on authorized leave without pay, the scheduled mandatory unpaid time  
44 off day will count towards the employee's obligation. The supervisor will code the  
45 mandatory unpaid time off.

- 46  
47 9. Employees called in to work on a mandatory unpaid time off day off.  
48

1 In the event an employee is called in to work on a date designated as a mandatory  
2 unpaid time off day due to operational needs, the employee and supervisor shall  
3 arrange to take the remainder of the mandatory unpaid time off at a mutually  
4 agreeable time. The remaining mandatory unpaid time off, with approval from the  
5 supervisor, may be taken during the employee's workweek, as long as the workweek  
6 does not exceed forty (40) hours (including mandatory unpaid time off), or at another  
7 time. [If the remaining hours of mandatory unpaid time off to be made up are less  
8 than an employee's full scheduled work day, the employee may either split a  
9 workday (mandatory unpaid hours plus regular work hours) to make a full work shift  
10 or make alternate arrangements for the remainder of the shift, including but not  
11 limited to using appropriate accrued leave.]

12  
13 10. Adjusting the Mandatory Unpaid Time Off Day Off Obligation for employees hired  
14 after July 1, 2011.

15  
16 Employees hired after the effective date of the agreement will have their mandatory  
17 unpaid time off obligation adjusted for the time remaining to June 30, 2013.

18  
19 11. Non-Emergency changes to employees observing fixed closure days.

- 20  
21 • This LOA does not preclude schedule changes pursuant to the CBA.  
22  
23 • Employees who are attending or presenting at conferences or traveling on  
24 closure days may convert the closure day to a float day within the same pay  
25 period.  
26  
27 • For Board and Commission meetings scheduled on a closure day, the closure  
28 day may be converted into float days.

## Mandatory Unpaid Time Off Obligation Remaining by Salary Tier

10 Fixed Closures	NEW HIRE Obligation (with Agency Closures and/or Floats)				SEPARATING EMPLOYEE Obligation <sup>4</sup> (with Agency Closures and/or Floats)			
	Fixed Closure Dates	Tier 1 (10 days)	Tier 2 (12 days)	Tier 3 (14 days)	Fixed Closure Dates	Tier 1 (10 days)	Tier 2 (12 days)	Tier 3 (14 days)
		Hours	Hours	Hours		Hours	Hours	Hours
August <sup>1</sup> 9/16/11	7/1/11-9/16/11	80	96	112	7/1/11-9/15/11	0	0	0
	9/17/11-11/25/11	72	88	104	9/16/11-11/24/11	8	8	8
11/25/11	11/26/11-1/31/12	64	80	96	11/25/11-3/22/12	16	24	24
	2/1/12-3/23/12			88				
3/23/12	3/24/12-5/25/12	56	72	80	3/23/12-5/24/12	24	32	40
5/25/12	5/26/12-6/30/12	48	64	72	5/25/12-8/16/12	32	40	48
	7/1/12-8/17/12	48	56	64				
8/17/12	8/18/12-10/19/12	40	48	56	8/17/12-10/18/12	40	48	56
10/19/12	10/20/12-11/23/12	32	40	48	10/19/12-11/22/12	48	56	64
11/23/12	11/24/12-1/18/13	24	32	40	11/23/12-1/17/13	56	64	80
1/18/13	1/19/13-3/31/13	16	24 <sup>2</sup>	32 <sup>2</sup>	1/18/13-2/28/13	64	80	96
				24 <sup>2</sup>	3/1/13-3/31/13	80 <sup>6</sup>	96 <sup>6</sup>	112 <sup>6</sup>
	4/1/13-4/19/13				4/1/13-6/30/13	80 <sup>6</sup>	96 <sup>6</sup>	112 <sup>6</sup>
4/19/13	8	16 <sup>2</sup>	16 <sup>2</sup>					
5/24/13	5/25/13-6/30/13	0	0 <sup>3</sup>	0 <sup>3</sup>				

***This chart calculates the mandatory unpaid time obligation for new hire employees and the minimum required obligation for separating employees. Fixed closures may vary for some Agencies; employee obligation will be reduced according to the Agency's fixed closures. Chart reflects unpaid time off reduced in 8-hour increments (full-time regular work schedule). Employees on an alternative work schedule or flexible work schedule may take the unpaid time off as their shift and their obligation hours shall be reduced accordingly. Additional or specific requirements are specified in any applicable collective bargaining agreement and/or by policy.***

**FOOTNOTES:**

- <sup>1</sup> 8/19/11 was a fixed closure for some represented agencies instead of 9/16/11. For those agencies, the New Hire obligation would be reduced by one day beginning 8/19/11. Also, on the Separating Employee Chart the obligation for taking one day began on 8/19/11, instead of 9/16/11.
- <sup>2</sup> The mandatory unpaid time off obligation exceeds the number of remaining closure dates because the employee has float days.
- <sup>3</sup> The float mandatory time off will not be required for an employee hired after 5/24/13.
- <sup>4</sup> Employees who retire or separate from the State prior to the end of the biennium are required to schedule and take the number of mandatory unpaid time off days identified for their separation date prior to separating.
- <sup>5</sup> Break points for separation dates are based either on closure dates or the end of the biennium time when obligations are to be completed.
- <sup>6</sup> Separating employees should have taken the total required number of mandatory unpaid time off obligation by 3/31/13, unless the employee observes closure days. If the employee observes closures, the obligation on 4/1/13 would be 8, 10, and 12, respectively. After the 4/19/13 closure date, the obligation would be 9, 11 and 13, respectively, and after the 5/24/13 closure date the obligation would be fully completed with 10, 12 and 14 days respectively.

1  
2  
3  
4  
5  
6  
7  
8  
9

**LETTER OF AGREEMENT  
ALTERNATIVES TO LAYOFF**

10 This agreement is between the State of Oregon acting through its Department of  
11 Administrative Services (Employer) on behalf of the Agencies covered under the jurisdiction  
12 of the AFSCME Central Table (Agency) and AFSCME Council 75 (Union).  
13

14 The parties agree to the following:

15 1. When the Agency believes that a lack of funds requires a layoff, the Agency will  
16 notify the Union no fewer than fifteen (15) calendar days before the Agency issues initial  
17 layoff notices. The parties will meet, if requested by either the Agency or Union, to consider  
18 alternatives to layoffs such as voluntary reductions in hours or workdays, temporary  
19 interruptions of employment or other voluntary employment options. Alternatives to the  
20 layoffs shall require mutual agreement between the Agency and Union. In the absence of  
21 any mutual agreement, the Agency will implement layoff procedures consistent with the  
22 current applicable agreement.

23 2. A. Agency and Union discussions under this agreement shall not constitute  
24 interim bargaining under the Public Employees Collective Bargaining Act. The parties shall  
25 not be required to use the dispute resolution procedures contained in the Public Employees  
26 Collective Bargaining Act.

27 B. All discussions that take place under this agreement shall not be subject to  
28 Article 9 (Complete Agreement/Past Practice) in the Real Estate Agency/AFSCME  
29 Agreement; Article 1 (Recognition) in the Oregon State Police Support Unit/AFSCME  
30 Agreement; Article 10 (Complete Agreement/Past Practices) in the Oregon Liquor Control  
31 Commission/AFSCME Agreement; and Article 9 (Complete Agreement/Past Practice) in  
32 the Construction Contractors Board/ AFSCME Agreement.

33 3. This agreement becomes effective on the first of the month following the date the  
34 Agency agreement is signed and automatically ends June 30, 2013, unless the parties  
35 agree to amend or extend its terms.

36  
37  
38  
39  
40  
41  
42  
43  
44  
45

**LETTER OF AGREEMENT  
DURATION OF LAYOFF LISTS**

46 This proposal shall apply to all agreements covered by the AFSCME Central Table  
47 except the Department of Justice attorneys.

48 The parties agree to the following:

49 If there is a conflict between this agreement and any local agreement, this  
agreement shall prevail.

For recall purposes under Article 20 (Layoff), the terms of eligibility for candidates  
placed on the Agency Layoff List and Secondary Recall list shall be three (3) years from the  
date of placement on the Agency Layoff List and Secondary Recall List. The third year  
extension for recall shall not affect timelines or other terms and conditions of the agreement

1 except the following conditions shall apply for any candidate who is recalled after the two  
2 (2) years, but before the end of the third year:

- 3
- 4 • Seniority shall be adjusted by the amount of break in service.
- 5 • The candidate shall be paid at the same salary step at which such candidate  
6 was being paid at the time of layoff.
- 7 • The Recognized Service Date (RSD) will be adjusted by the amount of the  
8 break in service and vacation accrual rates will resume at the candidate's rate  
9 at the time of layoff.
- 10 • The Salary Eligibility Date will be adjusted by the amount of break in service.
- 11 • Any candidate who is recalled after the initial two (2) year period will be  
12 subject to all provisions of trial service in all local agreements except that trial  
13 service will be for ninety (90) days.
- 14

15 This agreement shall apply to all employees on Agency Layoff List and the  
16 Secondary Recall List upon execution of the agreement as well as anyone laid off during  
17 the term of this agreement.

18  
19 This agreement shall sunset on June 30, 2013. However, an employee laid off shall  
20 remain on the Agency Layoff List and Secondary Recall List pursuant to the terms of this  
21 agreement, if not removed from the list.

22  
23 **LETTER OF AGREEMENT**  
24 **STEP INCREASES**  
25

26 The Agreement is between the State of Oregon acting through its Department of  
27 Administrative Services (Employer) on behalf of the AFSCME Central Table Agencies, and  
28 AFSCME Council 75 (Union) on behalf of its locals at the AFSCME Central Table.

29  
30 The parties agree to the following:

31  
32 Effective July 1, 2012, eligible employees will receive one half (1/2) of a step on their salary  
33 eligibility date (SED), pursuant to Article 34 (Salary Administration) and will receive the  
34 remainder of the step six (6) months after their SED.

35  
36 For eligible employees with salary eligibility date (SED) January 2013 through June 2013,  
37 the second half of the step increase will be given at 11:59 p.m. on June 30, 2013.

38  
39 **LETTER OF INTENT**  
40

41 The agency will provide Job Hazard Assessments (JHA's) for hazardous waste inspectors  
42 and complaint respondents by January 1, 2013.

43  
44 **LETTER OF INTENT**  
45

46 It is the intent of the parties to refer discussion of workload to the Agency Labor  
47 Management committee. Data for this discussion will be obtained through the results of the  
48 2011 Manager 360 survey. Data will be shared by January 2012 to identify areas for  
49 improved workload balance conversations between employees and managers.  
50

APPENDIX B  
AFSCME - DEQ CLASSIFICATION PLAN

CLASS NUMBER	CLASS TITLE	SALARY RANGE
0101	Office Assistant 1	7
0102	Office Assistant 2	9
0103	Office Specialist 1	12C
0104	Office Specialist 2	15C
0107	Admin. Specialist 1	17
0108	Admin. Specialist 2	19
0118	Exec. Sup. Spec. 1	17
0119	Exec. Sup. Spec. 2	19
0150	Std. Prof/Tech Wrkr.	11
0210	Accounting Tech 1	13
0211	Accounting Tech 2	17
0212	Accounting Tech 3	19
0321	Pub. Service Rep. 1	9
0322	Pub. Service Rep. 2	12C
0323	Pub. Service Rep. 3	15
0324	Pub. Service Rep. 4	19
0405	Mail Services Assistant	10
0435	Procurement & Contract Assistant	19
0436	Procurement & Contract Spec 1	23
0437	Procurement & Contract Spec 2	27
0438	Procurement & Contract Spec 3	29
0530	Word Processing Tech 1	11
0531	Word Processing Tech 2	13
0532	Word Processing Tech 3	15
0801	Office Coordinator	15
0810	Project Coordinator	26
0813	Program Tech 2	27
0854	Project Manager 1	26
0855	Project Manager 2	29
0856	Project Manager 3	31
0860	Program Analyst	23
0861	Program Analyst 2	27
0862	Program Analyst 3	29
0863	Program Analyst 4	31
0864	Public Affairs Spec 1	25
0865	Public Affairs Spec 2	29
0866	Public Affairs Spec 3	31
0870	Operation and Policy Analyst 1	23
0871	Operation and Policy Analyst 2	27
0872	Operation and Policy Analyst 3	30
0873	Operation and Policy Analyst 4	32

1	CLASS		SALARY
2	NUMBER	CLASS TITLE	RANGE
3			
4	1001	Loan Spec 1	23
5	1002	Loan Spec 2	30
6	1115	Research Analyst 1	19
7	1116	Research Analyst 2	22
8	1117	Research Analyst 3	26
9	1118	Research Analyst 4	30
10	1215	Accountant 1	21
11	1216	Accountant 2	23
12	1217	Accountant 3	27
13	1218	Accountant 4	30
14	1243	Fiscal Analyst 1	23
15	1244	Fiscal Analyst 2	27
16	1245	Fiscal Analyst 3	30
17	1339	Training & Development Spec 2	27
18	1345	Safety Specialist 1	23
19	1346	Safety Specialist 2	27
20	1481	Info Systems Specialist 1	17I
21	1482	Info Systems Specialist 2	21I
22	1483	Info Systems Specialist 3	24I
23	1484	Info Systems Specialist 4	25I
24	1485	Info Systems Specialist 5	28I
25	1486	Info Systems Specialist 6	29I
26	1487	Info Systems Specialist 7	31I
27	1488	Info Systems Specialist 8	33I
28	2220	Librarian	26
29	2510	Electronic Pub. Design Spec. 1	17
30	2511	Electronic Pub. Design Spec. 2	21
31	2512	Electronic Pub. Design Spec. 3	23
32	3116	Cartographer 1 (no Cartographer will be	13
33	3117	Cartographer 2 allocated lower than current	17
34	3118	Cartographer 3 per agreement of parties 2/28)	19
35	3267	Construction Project Manager 1	27
36	3268	Construction Project Manager 2	30
37	3269	Construction Project Manager 3	32
38	3410	Env. Engineer 1	25
39	3411	Env. Engineer 2	30
40	3412	Env. Engineer 3	32
41	3715	Chemist 1	24
42	3716	Chemist 2	26
43	3717	Chemist 3	28
44	3779	Microbiologist 1	21
45	3780	Microbiologist 2	23
46	3781	Microbiologist 3	25
47			
48			

1	CLASS		SALARY
2	NUMBER	CLASS TITLE	RANGE
3			
4	3807	Vehicle Em. Tech. 1	16
5	3808	Vehicle Em. Tech. 2	18
6	4012	Facilities Maintenance Specialist	18
7	4014	Facilities Operation Specialist 1	24
8	4015	Facilities Operation Specialist 2	26
9	4101	Custodian	10
10	4339	Scientific Instrument Technician	21
11	5711	Occupational Sfty Spec 3	27
12	5750	Env. Law Spec.	30
13	6810	Lab Tech 1	13
14	6811	Lab Tech 2	17
15	8501	Natural Res. Spec. 1	21
16	8502	Natural Res. Spec. 2	24
17	8503	Natural Res. Spec. 3	27
18	8503	Natural Res. Spec. 3 (Hydrogeologist)	28B
19	8503	Natural Res. Spec. 3 (Reg. Sanitarian)	28D
20	8504	Natural Res. Spec. 4	30
21	8504	Natural Res. Spec. 4 (Hydrogeologist)	31B
22	8504	Natural Res. Spec. 4 (Toxicologist)	32C
23	8504	Natural Res. Spec 4 (Reg. Sanitarian)	31D
24	8505	Natural Res. Spec. 5	32
25	8505	Natural Res. Spec. 5 (Hydrogeologist)	33B

26  
27

28 Salary Range Codes:

29  
30  
31  
32  
33  
34  
35  
36  
37  
38  
39

- 30 "B" Special off-range pay option for Hydrogeologist work within the Natural Resources Specialist classifications.
- 32 "C" For Classification Numbers 0103, 0104 & 0322—Nine-step off-range clerical class salary range for agencies in Portland.
- 34 "C" For Classification Numbers 8503, 8504 & 8505—Special off-range pay option for Toxicologist work within the Natural Resources Specialist classifications.
- 36 ~~"D" Special off-range pay option for Registered Sanitarian work within the Natural Resources Specialist classifications.~~
- 38 "I" Special off-range pay option for information systems classifications.

## APPENDIX C – SALARY SCHEDULES

Salary Schedule July 1, 2011									
Range	1	2	3	4	5	6	7	8	9
07					1915	1980	2058	2132	2216
09			1915	1980	2058	2132	2216	2302	2381
10		1915	1980	2058	2132	2216	2302	2381	2480
11	1915	1980	2058	2132	2216	2302	2381	2480	2586
12C	2019	2095	2175	2259	2341	2430	2533	2641	2753
13	2058	2132	2216	2302	2381	2480	2586	2696	2814
15	2216	2302	2381	2480	2586	2696	2814	2945	3088
15C	2259	2341	2430	2533	2641	2753	2880	3018	3163
16	2302	2381	2480	2586	2696	2814	2945	3088	3236
17	2381	2480	2586	2696	2814	2945	3088	3236	3386
17I	2467	2569	2675	2792	2922	3060	3201	3350	3506
18	2480	2586	2696	2814	2945	3088	3236	3386	3548
19	2586	2696	2814	2945	3088	3236	3386	3548	3726
21	2814	2945	3088	3236	3386	3548	3726	3904	4090
21I	2846	2981	3120	3264	3418	3579	3746	3921	4104
23	3088	3236	3386	3548	3726	3904	4090	4288	4495
24	3236	3386	3548	3726	3904	4090	4288	4495	4716
24I	3258	3413	3574	3739	3914	4100	4292	4494	4706
25	3386	3548	3726	3904	4090	4288	4495	4716	4951
25I	3535	3702	3873	4056	4246	4445	4654	4874	5104
26	3548	3726	3904	4090	4288	4495	4716	4951	5188
27	3726	3904	4090	4288	4495	4716	4951	5188	5442
28	3904	4090	4288	4495	4716	4951	5188	5442	5704
28B	3904	4090	4288	4495	4716	4951	5188	5442	5704
28D	3904	4090	4288	4495	4716	4951	5188	5442	5704
28I	3946	4134	4325	4530	4744	4966	5200	5445	5702
29	4090	4288	4495	4716	4951	5188	5442	5704	5986
29I	4222	4419	4627	4845	5074	5312	5562	5824	6098
30	4288	4495	4716	4951	5188	5442	5704	5986	6269
31	4495	4716	4951	5188	5442	5704	5986	6269	6565
31B	4495	4716	4951	5188	5442	5704	5986	6269	6565
31D	4495	4716	4951	5188	5442	5704	5986	6269	6565
31I	4674	4894	5125	5364	5618	5883	6159	6447	6749
32	4716	4951	5188	5442	5704	5986	6269	6565	6875
32C	4716	4951	5188	5442	5704	5986	6269	6565	6875
33B	4951	5188	5442	5704	5986	6269	6565	6873	7195
33I	5093	5331	5583	5848	6123	6410	6715	7034	7368

## APPENDIX C – SALARY SCHEDULES

Salary Schedule December 1, 2011									
Range	1	2	3	4	5	6	7	8	9
07					1944	2010	2089	2164	2249
09			1944	2010	2089	2164	2249	2337	2417
10		1944	2010	2089	2164	2249	2337	2417	2517
11	1944	2010	2089	2164	2249	2337	2417	2517	2625
12C	2049	2126	2208	2293	2376	2466	2571	2681	2794
13	2089	2164	2249	2337	2417	2517	2625	2736	2856
15	2249	2337	2417	2517	2625	2736	2856	2989	3134
15C	2293	2376	2466	2571	2681	2794	2923	3063	3210
16	2337	2417	2517	2625	2736	2856	2989	3134	3285
17	2417	2517	2625	2736	2856	2989	3134	3285	3437
17I	2504	2608	2715	2834	2966	3106	3249	3400	3559
18	2517	2625	2736	2856	2989	3134	3285	3437	3601
19	2625	2736	2856	2989	3134	3285	3437	3601	3782
21	2856	2989	3134	3285	3437	3601	3782	3963	4151
21I	2889	3026	3167	3313	3469	3633	3802	3980	4166
23	3134	3285	3437	3601	3782	3963	4151	4352	4562
24	3285	3437	3601	3782	3963	4151	4352	4562	4787
24I	3307	3464	3628	3795	3973	4162	4356	4561	4777
25	3437	3601	3782	3963	4151	4352	4562	4787	5025
25I	3588	3758	3931	4117	4310	4512	4724	4947	5181
26	3601	3782	3963	4151	4352	4562	4787	5025	5266
27	3782	3963	4151	4352	4562	4787	5025	5266	5524
28	3963	4151	4352	4562	4787	5025	5266	5524	5790
28B	3963	4151	4352	4562	4787	5025	5266	5524	5790
28D	3963	4151	4352	4562	4787	5025	5266	5524	5790
28I	4005	4196	4390	4598	4815	5040	5278	5527	5788
29	4151	4352	4562	4787	5025	5266	5524	5790	6076
29I	4285	4485	4696	4918	5150	5392	5645	5911	6189
30	4352	4562	4787	5025	5266	5524	5790	6076	6363
31	4562	4787	5025	5266	5524	5790	6076	6363	6663
31B	4562	4787	5025	5266	5524	5790	6076	6363	6663
31D	4562	4787	5025	5266	5524	5790	6076	6363	6663
31I	4744	4967	5202	5444	5702	5971	6251	6544	6850
32	4787	5025	5266	5524	5790	6076	6363	6663	6978
32C	4787	5025	5266	5524	5790	6076	6363	6663	6978
33B	5025	5266	5524	5790	6076	6363	6663	6976	7303
33I	5169	5411	5667	5936	6215	6506	6816	7140	7479

**APPENDIX C – SALARY SCHEDULES**

Salary Schedule December 1, 2012									
Range	1	2	3	4	5	6	7	8	9
07					1972	2039	2119	2195	2282
09			1972	2039	2119	2195	2282	2371	2452
10		1972	2039	2119	2195	2282	2371	2452	2553
11	1972	2039	2119	2195	2282	2371	2452	2553	2663
12C	2079	2157	2240	2326	2410	2502	2608	2720	2835
13	2119	2195	2282	2371	2452	2553	2663	2776	2897
15	2282	2371	2452	2553	2663	2776	2897	3032	3179
15C	2326	2410	2502	2608	2720	2835	2965	3107	3257
16	2371	2452	2553	2663	2776	2897	3032	3179	3333
17	2452	2553	2663	2776	2897	3032	3179	3333	3487
17I	2540	2646	2754	2875	3009	3151	3296	3449	3611
18	2553	2663	2776	2897	3032	3179	3333	3487	3653
19	2663	2776	2897	3032	3179	3333	3487	3653	3837
21	2897	3032	3179	3333	3487	3653	3837	4020	4211
21I	2931	3070	3213	3361	3519	3686	3857	4038	4226
23	3179	3333	3487	3653	3837	4020	4211	4415	4628
24	3333	3487	3653	3837	4020	4211	4415	4628	4856
24I	3355	3514	3681	3850	4031	4222	4419	4627	4846
25	3487	3653	3837	4020	4211	4415	4628	4856	5098
25I	3640	3812	3988	4177	4372	4577	4792	5019	5256
26	3653	3837	4020	4211	4415	4628	4856	5098	5342
27	3837	4020	4211	4415	4628	4856	5098	5342	5604
28	4020	4211	4415	4628	4856	5098	5342	5604	5874
28B	4020	4211	4415	4628	4856	5098	5342	5604	5874
28D	4020	4211	4415	4628	4856	5098	5342	5604	5874
28I	4063	4257	4454	4665	4885	5113	5355	5607	5872
29	4211	4415	4628	4856	5098	5342	5604	5874	6164
29I	4347	4550	4764	4989	5225	5470	5727	5997	6279
30	4415	4628	4856	5098	5342	5604	5874	6164	6455
31	4628	4856	5098	5342	5604	5874	6164	6455	6760
31B	4628	4856	5098	5342	5604	5874	6164	6455	6760
31D	4628	4856	5098	5342	5604	5874	6164	6455	6760
31I	4813	5039	5277	5523	5785	6058	6342	6639	6949
32	4856	5098	5342	5604	5874	6164	6455	6760	7079
32C	4856	5098	5342	5604	5874	6164	6455	6760	7079
33B	5098	5342	5604	5874	6164	6455	6760	7077	7409
33I	5244	5489	5749	6022	6305	6600	6915	7244	7587